VOL. XLVIII., No. 30.
The Solicitors' Journal and Reporter.
LONDON, MAY 28, 1904

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.
All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

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THE ONLY Cause Lists which reach us in time for publication this week are those of actions entered for trial in the King's Bench Division. These number 514, as against 548 at the commencement of the Easter Sittings. There are 322 jury cases, and 155 non-jury cases.

A BILL has been introduced by the Secretary for Ireland which is intended to reduce the superabundance of the judicial staff of that country. It may be noticed that while in England, with a population of thirty-three millions, the King's Bench and the Probate and Admiralty Divisions have between them seventeen judges, Ireland, with a population of four and a-half millions, has for the same classes of business ten judges. These figures seem to suggest that the Irish judges are not over-burdened with work, and the present Bill proposes that the existing vacancy in the King's Bench Division should not be filled up, and that it should be possible to effect a further reduction in the future. "On the occurrence," so runs clause 1, "at any time of one other vacancy in the office of a judge of the said division, the Lord Lieutenant may, if of opinion that the amount or state of business in that division renders it desirable, by Order in Council, declare that the vacancy shall not be filled, and the number of judges of that Division shall thereupon be reduced to eight." Even then, according to the test of population, an Irish judge will have to work only half as hard as an English judge, while he gets a salary of £3,500, as compared with the English salary of £5,000. The Bill also provides for the reduction of the salary of the Lord Chancellor of Ireland from the present £8,000 to £6,000, but the reduction is not to take effect until the next vacancy in the office.

A CASE of rather an unusual character was heard by the Divisional Court last week. It was an appeal by the plaintiff—a lady who was injured by a cricket-ball—from the decision of the county court judge sitting at Todmorden, Yorkshire. The ball was propelled from the premises of the Todmorden Cricket

Club, and passing over the wall, came against the plaintiff, who was walking along the highway. It appeared that the striker of the ball was the professional of the club, who was engaged in private practice. The action was brought against the committee, alleging that the injury had been caused by the negligence of their servant. In these circumstances the county court judge held that there was no ground for inferring that the act was done by the professional in the course of his employment by the committee, and the Divisional Court, without hesitation, affirmed this decision. We must all sympathise with the plaintiff in the injury which she sustained, but if we understand the facts rightly, the action was an attempt to make the occupier of premises responsible for the act of a licensee who had acted *mero motu* and without any communication with the occupier. We remember that some years ago an opinion was taken as to whether an action could be brought against the employer of a workman who fell from a ladder at a great height and injured the plaintiff. We cannot think that such an action would have been more absurd than the one brought against the committee of the cricket club.

An interesting decision as to the power of an executor to compromise a claim against the estate has been given by Kekewich, J., in *Re Houghton* (1904, 1 Ch. 622). The general power of compromise is now recognized by statute, section 21 of the Trustee Act, 1893, providing that an executor or administrator "may compromise, compound, abandon, submit to arbitration, or otherwise settle any debt, account, claim, or thing whatever relating to the testator's or intestate's estate"; but it does not seem to follow necessarily that this power is exerciseable in a case where the claim to be compromised is made by one of the executors themselves. In *De Cordova* v. *De Cordova* (4 App. Cas. 692) it was pointed out by Sir Barnes Peacock, in delivering the judgment of the Privy Council, that no decision had been found that executors could compromise a debt due from one of themselves, and *Cooke* v. *Collingridge* (Jac. 607) was referred to as shewing that an executor could not compromise a debt due from himself to the estate. The point there in question related to the sale by an executor to himself, and Lord Eldon, C., observed that one of the most firmly established rules is that persons dealing as trustees and executors must put their own interest entirely out of the question, and this is so difficult to do in a transaction in which they are dealing with themselves that the court will not inquire whether it has been done or not, but at once says that such a transaction cannot stand. The same principle would naturally apply to the case of an executor compromising a claim by himself, but in *De Cordova* v. *De Cordova* it was unnecessary to consider whether it was applicable to a case in which several executors compromised a debt due from one of them, or how far such a compromise if beneficial to the estate would be upheld by the court, as the compromise in that case was rejected on its merits. In *Re Houghton*, however, Kekewich, J., has held that a compromise between executors may be good. "Very large powers of compromising," he said, "are given to an executor by the common law; he has also statutory authority, but the statutory authority really adds nothing to the common law powers. Executors are seised of their office *per mie et per tout*; each of them represents the office for all purposes. I think I should be infringing on that rule if I were to say that one executor could not compromise the claim of his co-executor."

Recent events in the Far East have drawn attention to the new dangers to neutral shipping which may be caused by mines laid in the sea by belligerents, and there will probably be general agreement in the opinion expressed by Professor Lawrence in his paper, read at the Royal United Service Institution on Wednesday, that every sound principle is against the making by belligerents of a part of the open sea into a mine-field. At the same time he recognized the right of belligerents to lay mines in places where hostilities might be carried on, and observed that if the mines broke loose, and floated about so as to interfere with neutral navigation, the case would be on all fours with that of a stray shot fired during an engagement which, missing the enemy might, perchance do damage to a neutral vessel. We are not clear that the analogy is as close as is suggested, for the danger from the mines is not so obvious or so readily avoided as the danger from stray shots during the actual progress of a naval engagement. The subject was also dealt with by Professor Holland in a letter to the *Times* of the 25th inst., and he adopts the view that belligerents are not entitled to increase in the manner in question the risks to neutral shipping. "It is beyond doubt," he says, "that the theoretically absolute right of neutral ships, whether public or private, to pursue their ordinary routes over the high seas in time of war is limited by the right of the belligerents to fight on those seas a naval battle, the scene of which can be approached by such ships only at their proper risk and peril." But this concession to the necessities of warfare has only hitherto extended to cases in which the neutral vessel has ample notice of the danger which she is incurring. "It is certain," continues Professor Holland, "that no international usage sanctions the employment by one belligerent against the other of mines, or other secret contrivances, which would, without notice, render dangerous the navigation of the high seas." At present, so far as we are aware, the contemplated danger has not resulted in actual loss to neutral shipping, though unfortunately it has been very disastrous to the belligerents. Should such a catastrophe happen it may be hoped that it would be possible to visit the consequence in a sufficiently emphatic manner upon the belligerent in fault.

The decision of Buckley, J., in *Re Letheby and Christopher (Limited)* (52 W. R. 460) shews that the courts will construe in a liberal sense the common provision in articles of association that transfers of shares shall be in the usual common form. Ordinarily there is no disposition on the part of directors to scrutinize minutely the form of a transfer which is presented for registration, and where the shares are fully paid up, and there is no discretion as to accepting the transferee, the registration of the transfer goes through as a matter of course. But occasionally, as in the present case, there may be special reasons for raising technical objections to the transfer, and then a departure from the usual form of transfer may furnish the desired occasion. The manager of a company had been dismissed, and, as a term of a compromise of an action for wrongful dismissal, the one share which he held was transferred to the company's nominee. But he arranged to regain his membership in the company by the purchase of another share, and he presented a transfer of that share for registration. The transferor held only the one share, but the transfer did not contain the number of the share or the address of the transferor, though it was duly executed, and was, in other respects, regular. The directors contended that for want of these particulars it was not in the usual common form, and was therefore invalid, but Buckley, J., has taken a different view. There was not, he observed, the smallest doubt who the transferor was, or which was the share transferred, since she held only the one share, and the absence of the particulars was, therefore, immaterial. That the correctness of the numbers is immaterial, if the shares can be sufficiently identified, was held in *Ind's case* (20 W. R. 430, L. R. 7 Ch. 485). The numbers of the shares, said Mellish, L.J., are simply directory for the purpose of enabling the title of particular persons to be traced; and it is sufficient, therefore, if, apart from the numbers, the transfer, taken with the register, shews with certainty which are the shares to be transferred. The transfer, accordingly, in the present case was effectual and its registration was directed.

Referring to the decision of the House of Lords in *Gas Light and Coke Co.* v. *Cannon Brewery Co.*, on which we briefly commented last week, a learned contributor says that the decision of the Court of Appeal in that case (1903, 1 K. B. 53), that under any circumstances a person can be forced by process of law to pay the debt of another, to whom the first person stood in no relationship such as that of principal or surety, and where there was no sort of privity with the creditor, was certainly startling. The difficulty arose from the construction of an ambiguous section of one of the gas company's special Acts. Section 18 of the Gas Light and Coke Co.'s Act, 1872, provides that where a consumer

of gas leaves the premises in the company's debt, the company "shall not require" payment of the arrears from the next tenant unless the defaulter has agreed with the outgoing tenant to pay the arrears or unless the incoming tenant shall continue the trade or business of the outgoing tenant and shall have paid a consideration for so doing; but, except in cases of collusion, the company must supply gas to the incoming tenant as required by the Act, on being required so to do. In this case the defendants had continued the trade of the outgoing tenant, and had paid him consideration for the right. They did not, however, come under any other of the exceptions mentioned in the section, and they did not wish to be supplied with any gas by the company. The defendants were, therefore, in the position that the gas company could "require" them to pay the arrears of the late tenant. The question then was what is the meaning of the word "require"? Does it give the gas company the right to recover at law a debt from a person who never incurred it? This was answered in the negative by the High Court in *Gas Light and Coke Co.* v. *Mead* (45 L. J. M. C. 71). In their decision in the present case, however, the Court of Appeal overruled that case. Its authority has now been restored by the House of Lords. The judgment of the House of Lords was to the effect that the gas company has a monopoly of the supply to a certain district, and, on the other hand, can be compelled to supply persons in the district. An ordinary incoming tenant is entitled to require a supply of gas irrespective of any arrears due by the outgoing tenant. But in certain cases the company has the right to require payment of arrears from the incoming tenant. This does not, however, make the incoming tenant liable at law for another person's debt; it merely gives the right to the company, in case the new tenant "requires" gas to be supplied, to "require" him to pay the arrears as a condition of supply. If he will not pay the arrears, the company are not bound to supply gas. Further than this the Act does not go; and the extraordinary exception to the general principles of law imagined by the Court of Appeal has no existence.

THE DECISION of the late Mr. Justice BYRNE in *Re Dunn, Brinklow* v. *Singleton* (1904, 1 Ch. 648) enforces the advisability that a trustee or receiver, who is proposing to defend an action brought against him, should apply for the sanction of the court so that he may know beforehand whether he will be reimbursed out of the estate any costs which he fails to recover from the plaintiff. The ground upon which the claim of the receiver to reimbursement was refused in *Re Dunn* was that the action was defended by him solely for the purpose of clearing himself from charges brought against him, and that in no view could it have resulted in benefit to the estate. The case where the defence is primarily for the benefit of the estate, and only incidentally to clear the trustee, occurred in *Walters* v. *Woodbridge* (26 W. R. 469, 7 Ch. D. 504), and there the right to indemnity was allowed. "The defence by the trustee," said JESSEL, M.R., "was for the benefit of the trust estate; it is true that at the same time he defended his own character, but that was merely an incident. If he had died, and his co-trustees had defended the action, they must at the same time have defended him. The defence of his character, therefore, does not make the defence less a defence on behalf of the trust estate, and there is no reason why he should be left to bear his own costs." And JAMES, L.J., was very emphatic as to the trustee's right to be protected against expense. "It is," he said, "agreeable to me personally that we are not obliged to put a trustee in a position which would be disgraceful to the administration of justice. The court is very strict in dealing with trustees, and it is the duty of the court, as far as it can, to see that they are indemnified against all expenses which they have honestly incurred in the due administration of the trust." But the case, as *Re Dunn* shews, is different where the trustee is defending an action solely for the purpose of clearing his own character. Under such circumstances he could not expect to obtain the leave of the court to carry on the defence at the cost of the estate, for the court would be compelled to look only to the probable benefit to the estate. The charges against the receiver, said BYRNE, J., "are charges of gross personal fraud, and however successful he might have been, as he was, in the defence of the action, that could result, and has resulted, in no benefit to the estate." In other words, the trustee must pay for the luxury of defending his own character.

VIGOROUS ATTEMPTS have been made of late to enforce the provisions of the Lottery Acts. Advertisements of foreign lotteries have been for some years extensively circulated in this country, but it is possible that we shall hear less of them in future, inasmuch as proceedings have been instituted against those who received them in this country for the purpose of distributing them. We cannot but admire the ingenuity of a scheme which was the subject of summary proceedings at Newcastle-on-Tyne last week. The publisher of an evening paper was summoned for having offered for sale chances in a lottery for the sum of £1 each. The newspaper announced that on successive nights a representative of the paper would call and buy copies of it at different houses in certain streets for £1 each. The object of this scheme was, of course, to promote the circulation of the paper after the same fashion as those journals who announced that they had buried treasure in the highways and who gave directions to guide those who searched for it. In the present case the justices were of opinion that the scheme was a contravention of the Lottery Acts, and they imposed a penalty accordingly. And if the householders in a particular street are invited to pay a particular sum—*i.e.*, the price of the newspaper, on the chance, over which they have not the slightest control, that one of them may be selected for the prize of £1, we think that there is good ground for the conclusion at which the justices arrived.

NO BETTER illustration of the advance in the value and importance of public-house property could be found than the lease of an inn in one of the principal towns in the West of England, granted in the year 1692, which we have recently had the opportunity of perusing. The rent reserved by the lessors, the corporation of the town, cannot be considered extravagant, as it was no more than £10 per annum. The lease itself is of remarkable brevity. We find no trace of the modern covenant to maintain the licence for the sale of liquors; the only covenants appear to be the covenant to keep in repair, to give up in good repair at the end of the term, and a covenant not to assign for more than a year at a time without the consent of the lessors. The covenant is not only to repair, but "if need shall be or shall so require, to re-edify and build the premises." This provision may be thought unnecessary as having been already provided for by the covenant to repair, but the civil war, terminating in the Battle of Sedgmoor, had recently occurred, and the lessors might have wished to exclude all controversy as to the liability of the lessee and his assigns. A warranty by the lessors replaces the modern covenant for quiet enjoyment.

IN AN action of *Klein* v. *Franklin*, tried before LAWRANCE, J., and a special jury last week, the plaintiff was a jeweller and a dealer in phonographic machines, and he sought to recover compensation for damage caused to his shop and stock-in-trade by the defendant's horse, alleging that the animal, having been negligently left unattended, had been frightened by a passing vehicle and had become unmanageable. He also claimed the value of a diamond ring and other articles of jewellery which had been stolen at the time of the accident. The jury found a verdict for the defendant, but, even assuming that negligence had been proved, we cannot see that the felonious acts of a riotous mob were the natural consequence of this negligence. The proximate cause of the loss of the jewellery was the act of the mob and not the negligence of the owner of the horse. We have, however, no recollection of any similar case having been considered by the courts.

It is understood, says the *Times*, that Mr. Justice Wright has been granted an extended leave of absence, and it is not expected that he will resume his seat in court until after the Long Vacation. He continues to make satisfactory progress towards recovery.

Estoppel Against Companies.

II.

We noticed last week the cases which have decided that a principal is liable for the fraud of his agent committed in the course of the agent's employment (*Barwick* v. *English Joint Stock Bank*, L. R. 2 Ex. 259), provided the fraud has been committed for the benefit of the principal, and not for the agent's own purposes (*British Mutual Banking Co.* v. *Charnwood Forest Railway Co.*, 18 Q. B. D. 714); and, so far as this doctrine is concerned, the defendant company in *Ruben* v. *Great Fingal Consolidated* (1904, 1 K. B. 650) would not have been liable for the fraudulent issue of 5,000 shares by their secretary. But there was not merely the fact of the fraudulent issue; there was also the certificate issued under the seal of the company purporting to shew that the plaintiffs' nominees were entitled to the shares, and, though the seal had been fraudulently affixed, the mere fact that it had been used by the officer entrusted with its custody might estop the company from disputing the genuineness of the certificate—a result which, according to the decision of Kennedy, J., in fact followed.

That the unauthorized use, however, of the company's seal, even by the officer entrusted with the custody of it, does not, without more, estop the company from disputing the genuineness of the document is sufficiently clear from *Bank of Ireland* v. *Evans' Trustees* (5 H. L. C. 389) and *Merchants of the Staple* v. *Bank of England* (21 Q. B. D. 160). In each of these cases the seal of a corporation had been affixed to a power of attorney for the transfer of stock, but the seal had been used fraudulently, and the corporation was allowed to set up this fact. The question, indeed, was treated as being, not whether the mere use of the seal created an estoppel, but whether the corporation were estopped by negligence from giving evidence of the fraud; and it was held that there was no such estoppel, inasmuch as the alleged negligence in the custody of the seal was not the proximate cause of the loss consequent upon the transfer of stock under the forged power of attorney. If in either of these cases the mere use of the seal had worked an estoppel, the result of the litigation would have been different, and the stock would have been effectually transferred. The ancient law as to the misuse of a seal by reason of its careless custody is referred to in the judgment of Wills, J., in *Merchants of the Staple* v. *Bank of England* (*supra*). When the use of such seals by individuals was common, a man was not estopped from shewing that his seal had been improperly affixed to a document, unless he had by his own negligence facilitated this result; and if he lost his seal it seems to have been his duty to give public notice of the fact, so that it might be known that the documents which subsequently bore it were forgeries (see 21 Q. B. D., p. 167). In principle, the use of the seal of a corporation does not differ in its effect from the use of the seal of an individual. Indeed, corporations are, as Wills, J., pointed out, more favoured in this respect than individuals, for a corporation is bound to entrust its seal to someone, and therefore cannot be charged with negligence for merely handing it to an officer.

If, then, in regard to deeds in general, a corporation is not estopped from shewing that its seal has been improperly affixed, is there a different rule with regard to certificates for shares? That a certificate of shares is of very great efficacy as against the company which issues it may be admitted. This appears from section 31 of the Companies Act, 1862, which enacts that "a certificate, under the common seal of the company, specifying any share or shares or stock held by any member of a company, shall be *primâ facie* evidence of the title of the member to the share or shares or stock therein specified." But it is to be noticed that in the leading cases in which a company has been held to be estopped from disputing a certificate of shares, the certificate itself had been genuinely issued under the seal of the company. In *Burkinshaw* v. *Nicolls* (3 App. Cas. 1004) a certificate of shares represented them as being paid up when in fact they were not so, and in the winding up of the company it was held that the certificate protected a *bonâ fide* transferee from liability. "It would," said Lord Cairns, C., "paralyze the whole of the dealings with shares in public companies if, a share being dealt with in the ordinary course of business, dealt with in the market with the representation upon it, by the company, that the whole amount of the share was paid, the person who so took it was to be obliged to disregard the assertion of the company, and, before he could obtain a title, must go and satisfy himself that the assertion was true, and that the money had been actually paid." And similarly in *Re Bahia and San Francisco Railway Co.* (L. R. 3 Q. B. 585), where a company had issued a new certificate of shares in reliance upon a forged transfer, the company were not allowed to repudiate the certificate. "It was the intention of the Legislature," said Blackburn, J., "that these certificates should be documents on which buyers might safely act."

But these cases in which the seal was regularly affixed do not appear to apply to a case where the seal is in fact a forgery. The statutory validity given to certificates refers to genuine documents. The estoppel, if it exists, must arise, not from the mere use of the seal, but from the special functions imposed in respect of certificates upon the secretary. We have seen how in *Shaw* v. *Port Philip Gold Mining Co.* (13 Q. B. D. 103) the judgments of the Divisional Court were based on this ground. It was the business of the secretary to issue the certificates, and hence the company was to be taken to warrant that any certificates issued by him, purporting to be regularly executed, were in fact genuine. The answer to this is that the company does not authorize its secretary to commit frauds, and, but for a consideration presently to be mentioned, the decision of the House of Lords in *George Whitechurch* (*Limited*) v. *Cavanagh* (1902, A. C. 117) would seem to be conclusive in favour of the company. In that case the secretary of the plaintiff company had fraudulently certified that certificates of shares proposed to be transferred had been deposited, together with the transfer, at the office, when in fact the transfer had been deposited alone. It was held that in so doing the secretary had gone outside his authority, and that the company was not liable either on the ground of estoppel or of misrepresentation. "In permitting its secretary," said Lord Macnaghten, "to certify transfers it cannot be supposed that the company authorizes its secretary to do more than to give a receipt for certificates which are actually lodged at the office. I cannot think that the company is estopped by the certification of its secretary if he gives a receipt or acknowledgment for certificates which have not been lodged with him."

But the application of this decision to such a case as the present is somewhat obscured by the fact that Lord Macnaghten proceeded to draw a distinction between a certification of a transfer and a certificate of shares. "There is a marked difference," he said, "between a certificate and a certification. A certificate is under the seal of the company. By the Companies Act, 1862, a certificate is made *primâ facie* evidence of title. . . . A certification stands on a different footing altogether. Transfers are never certified under the company's seal. There is no obligation on a company to certify transfers at all. The certification is not passed by the directors or brought before the board." This passage was not unnaturally taken by Kennedy, J., in *Ruben* v. *Great Fingal Consolidated* (*supra*) as supporting the contention that there was some special value in a certificate as such, whether genuine or forged, and that a company might be bound by a certificate forged by the secretary although not bound by a certification fraudulently given under his hand. But we very much doubt whether Lord Macnaghten's remarks can properly be applied to a forged certificate. He was not dealing with forged documents at all. The certification in question was actually signed by the secretary, but being, under the circumstances, outside the scope of his authority, it did not bind the company. The intended distinction seems to have been between a certification so signed without authority, and a certificate to which the seal of the company has been genuinely placed. The certificate would bind the company notwithstanding that the use of the seal was in fact improper or mistaken, as in *Burkinshaw* v. *Nicolls* (*supra*) or *Re Bahia and San Francisco Railway Co.* (*supra*).

It is submitted that when once it is shewn that the certificate is in fact a forgery—that is, that the seal is used without the authority of the board and that the attesting signatures of directors are forged—it is in the same position as any other forged instrument, and can confer no title on any person. There

might be an estoppel by negligence if it could be shewn that the seal had been negligently entrusted to the care of the secretary, and if the consequent loss were the direct result of such negligence, but it was not upon this ground that *Ruben* v. *Great Fingall Consolidated* was decided. And if the seal does not by itself work an estoppel, then liability cannot be imposed on the company by the fraud of its secretary committed for his own purposes. This would have been KENNEDY, J.'s, view had he not felt himself bound to decide according to *Shaw* v. *Port Philip Gold Mining Co.* (*supra*). "If," he said, "I had not felt myself so bound, I should have preferred the view that a company is not in such a case as the present legally liable to make good the loss to a third party which has been caused by the fraud and forgery of its servant, wholly without authority, and not for the company's purposes or benefit, but solely for his own private purposes and ends." The correct view seems to be, therefore, that there is no estoppel in a forged certificate, and, so far as the claim against the company is based on the fraud of the secretary, it should fail if the fraud, though committed in the course of the secretary's employment, was not committed for the benefit of the company.

Reviews.

The English Reports.

THE ENGLISH REPORTS. Volumes 33 to 40: Chancery 13 to 20. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

These volumes bring this convenient edition of the Chancery Reports down to the reign of the late Queen, extending from 12 Ves. in 1806 to Mylne and Craig in 1838. The notes prefixed to the cases of subsequent decisions in which they have been considered are very useful, and the decisions cited are usually selected with much discrimination. It would, however, add to the value of these notes if in all of them the effect of the subsequent decisions was shortly stated, in the manner adopted at p. 96 of vol. 40, where the note to *Talbot* v. *The Earl of Radnor* is as follows: "Explained and applied in *Re Baron Kensington* (1902, 1 Ch. 203). On point as to parties, overruled, *Attorney-General* v. *Corporation of Avon* (1863, 3 De G. J. & S. 637)." And it would also be convenient, where the cases reported have come before the House of Lords, to have a reference given to the volume of the English Reports containing the report of the case on appeal. Frequent use of this republication has strengthened our conviction of its value to the practitioner. The arrangements are so complete that any page of any the original reports can be at once referred to or cited. Besides being a great deal less cumbersome for the shelves than the numerous volumes which it supersedes, this edition has the advantage of having the *errata* which appear in some of the original reports corrected. The lists of *errata* at the commencement of the original edition of vols. 1 and 3 of Mylne and Craig disclose some rather serious errors, not always of the press.

Books Received.

Elements of International Law. By HENRY WHEATON, LL.D., Minister of the United States at the Court of Prussia, &c. Fourth English Edition, bringing the work down to the Present Time. By J. BERESFORD ATLAY, M.A., Barrister-at-Law. Stevens & Sons (Limited).

The Law and Practice relating to the Formation of Companies (Limited by Shares) under the Companies Act, 1862 to 1900. With an Appendix of Forms and Precedents. By VALE NICHOLAS, Barrister-at-Law, assisted by W. F. LAWRENCE, M.A., Barrister-at-Law. Second Edition. Butterworth & Co.

Mozley and Whiteley's Law Dictionary. Second Edition. By LEONARD H. WEST, LL.D., late Tutor of the Law Society, Solicitor, and F. G. NEAVE, LL.D., Solicitor. Butterworth & Co.

A Practical Guide for Sanitary Inspectors. Second Edition. By FRANK CHARLES STOCKMAN, Associate of the Sanitary Institute, &c. With an Introduction by HENRY KENWOOD, M.B., L.R.C.P., D.P.H. Butterworth & Co.; Shaw & Sons.

The Teaching of Sir Henry Maine. An Inaugural Lecture delivered in Corpus Christi College Hall on March 1st, 1904. By Dr. PAUL VINOGRADOFF, M.A., Hon. D.C.L., Corpus Professor of Jurisprudence in the University of Oxford. Henry Frowde; Stevens & Sons (Limited).

The adjourned May sessions at the Central Criminal Court will be resumed at the Old Bailey on Monday next.

Correspondence.

The Law Society's New Wing.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I would suggest that in the centre of the square block at the top of the new wing the Law Society should erect a flag-staff.

This would give a nice finish to the building, and the position is certainly a unique one.

The Inns of Court have the means of outwardly shewing loyalty, patriotism, &c., why should not the Law Society, especially as the King and Queen in person opened the new wing? A. W. R.

London, May 26.

The Dangers of Legislative Experiments.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In 1897 Parliament passed an Act with the avowed object of trying for three years as an experiment in one county in England a new system of official conveyancing.

The Act came into force in London on the 1st of January, 1899. Since the three years' trial came to an end on the 31st of December, 1901, the authorities have evaded every effort that has been made to induce them to hold the public inquiry into the working of the system which it was understood would then follow.

The breakdown of the system has been so pronounced that the officials found it essential on the 1st of January of this year to supersede the previous rules and to bring into operation a new set numbering together 371 rules and 72 forms. In enacting these rules the authorities have certainly strained violently the words of the Act. Rules were to be made by the Lord Chancellor "with the advice and assistance" of a Rule Committee, but they have been brought into operation notwithstanding the fact that the committee declined to sanction them.

With the view of calling public attention to the matter, Mr. J. Bamford Slack, M.P., desired to ask, in the House of Commons, whether or not it was the fact that the rules have been issued notwithstanding their disapproval by the Rule Committee. He has not, however, I understand, been allowed to ask this question, on the ground that it is against the rules of the House to allow any question with regard to anything done or left undone by the Lord Chancellor! ! !

Some of the results of the experiment sanctioned by Parliament can in this case be thus summarized:

1. The system of conveyancing in the County of London differs now from every other part of the country, and has apparently been fastened on to London for all time without it being possible to ascertain by an independent inquiry whether the system is or is not working satisfactorily. Every attempt made to induce other counties in England to adopt the system has signally failed.

2. The new system is the laughing-stock of every expert and is condemned by every one who has had experience of it. The extent to which it embarasses and increases by heavy registration fees the expenses of property transactions in London is a grievous burden on property owners, and has led to a demand for a public inquiry from every representative body interested in property—a demand which the authorities find safety in ignoring.

3. The sum of £265,000, public money, is being spent in the erection of a permanent building to house the officials, 200 or more in number, who are at present engaged in unwinding the extravagant quantity of red tape required by the system.

4. The new rules, although made without Parliamentary consideration or the sanction of the Rule Committee, give the registrar almost a free hand to issue titles carrying with them a State guarantee—a guarantee that may hereafter involve the expenditure of public funds that may run into millions.

5. Notwithstanding the public responsibilities and interests involved, a question on the subject cannot be asked in the House because, forsooth, it is against the rules to ask any question with regard to anything done, or left undone, by the Lord Chancellor. And yet we boast that we are governed constitutionally!

The proverbial ell that is taken when an inch is given sinks into utter insignificance in comparison with the measure that has, in this instance, been appropriated for the inch given by the Act of 1897.

J. S. RUBINSTEIN.

5, Raymond-buildings, Gray's-inn, London, May 24.

Frederick Hurford Jones, solicitor, of Bristol, was remanded at the Bristol police-court, on Thursday, charged with converting to his own use a cheque for £460, received on behalf of a client. For the prosecution it was alleged that the accused had misappropriated two other sums.

Points to be Noted.

Company Law.

Winding up—Dismissal of Petition—Costs of Contributories Charged with Fraud.—Following a not unusual practice, which seldom results in success, the winding-up petition in this case was, to use the words of the judge, "stuffed with charges of fraud against directors and contributories." The petition was dismissed with the usual order as to costs, which in such a case is, as regards opposing contributories, one set of costs between or amongst them. The costs of and consequent on the taking (by the contributories) of the evidence filed in support of and against the petition were disallowed on taxation, and the taxing officer's decision was supported by the court. The principle is plain—that such charges are only relevant where they support a case for winding up, and it is the duty of the company to adduce evidence in opposition, and, generally, to fight the petitioner. In some cases it may be hard on a director or contributory that he has to leave the defence of his moral character in the hands of the company, but in such cases, on sufficient and special grounds being shewn when the petition is dismissed, a special order as to costs will be made.—RE IBO INVESTMENT TRUST (Byrne, J., Nov. 12, 1903) (1904, 1 Ch. 26).

Winding up—Scheme of Arrangement—Different Classes of Shareholders—Dissent of One Class.—The words of the Joint Stock Companies Arrangement Act, 1870, shewed very plainly that the rights of creditors only were contemplated by the framers of that Act. It has for many years been equally plain in practice that meetings of shareholders, although occasionally directed, were not required where the scheme did not affect their interests, either because their interests were left untouched, or because the claims of creditors alone were sufficient to swamp the assets. By section 24 of the Companies Act, 1900, the application of the Act of 1870 is extended to members of the company and classes thereof. Where one class—*e.g.*, that of ordinary shareholders—has no interest, because the creditors and preference shareholders (having a preference as to assets) swamp the assets, it is clear that the dissent of that class cannot affect the court's jurisdiction to sanction the scheme. When Buckley, J., so decided, the decision was not considered worthy of report. But an appeal was brought, and was dismissed with a weight of learning quite out of proportion to the smallness of the point, if there was any point, involved.—RE TEA CORPORATION (C.A., Nov. 23, 1903) (1904, 1 Ch. 12)

Cases of Last Sittings.

Court of Appeal.

Re **REIS.** *Ex parte* **THE TRUSTEE.** No. 2. 17th May.

BANKRUPTCY — MARRIAGE SETTLEMENT — COVENANT TO SETTLE AFTER-ACQUIRED PROPERTY—ACT OF BANKRUPTCY—FRAUD ON CREDITORS—VAGUENESS—EFFECT OF PRIOR BANKRUPTCY—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), S. 47.

This was an appeal from a decision of Wright, J. (reported 52 W. R. 302). In September, 1879, the debtor, then a banker and bullion merchant, executed on the occasion of his marriage a deed of settlement by which (amongst other things) he covenanted to convey all his after-acquired property (except his business assets) to the trustees of his marriage settlement, to be held by them upon trusts for the benefit of his wife and children. In 1880 the debtor was adjudicated a bankrupt, but he got his discharge in 1882. In 1894 he failed for some £5,000, and paid a composition of about 5s. in the pound. He then started business as an outside stock and share broker, and in the year 1900 made a profit of nearly £50,000, and purchased a freehold house in Holland-park for £4,700, and furnished it luxuriously, and lived there with his wife and family. In April and May, 1903, he was in difficulties in respect of Stock Exchange transactions, and on the 26th of May he intimated to his principal Stock Exchange creditors that he would be unable to pay the differences that would be due from him on the 28th of May. On the 14th of July a receiving order was made against him on a judgment obtained against him on the 22nd of June on a writ issued against him on the 29th of May by one of his Stock Exchange creditors, and on an act of bankruptcy committed on the 29th of June; and on the 23rd of July he was adjudicated a bankrupt. In the meantime the debtor had on the 10th of June, in pursuance of a notice served upon him by his settlement trustees on the 23rd of May, conveyed and transferred to them his house and furniture in Holland-park. The debtor's liabilities amounted to about £13,000, and his assets (exclusive of the house and furniture in question) did not exceed £60. In these circumstances the trustee in the bankruptcy alleged that an act of bankruptcy had been committed on the 26th of May, and that his title related back to that date. Accordingly, he applied in bankruptcy to set aside the conveyance of the 10th of June, 1903, of the house and furniture in Holland-park, on the ground that it was made after the commencement of the debtor's bankruptcy. Wright, J., held on the evidence that the debtor had committed an act of bankruptcy on the 26th of May, and that the words "becoming bankrupt" in sub-section 2 of section 47 of the Bankruptcy Act, 1883, must be construed in the light of section 43 of the Act, which provided that the bankruptcy of the debtor "shall be deemed to have relation back to and to commence at the time of the act of bankruptcy being committed on which a receiving order is made against him, or, if the bankrupt is proved to have committed more acts of bankruptcy than one, to have relation back to and to commence at the time of the first of the acts of bankruptcy proved to have been committed by the bankrupt within three months next preceding the date of the presentation of the bankruptcy petition." That being so, the debtor must be deemed to have become bankrupt on the 26th of May, on which day he committed an act of bankruptcy to which the title of the trustees related back, and this was before the property in question had been actually transferred to the settlement trustees. The trustee in the bankruptcy was, therefore, entitled to set aside the conveyance and assignment of the 10th of June, 1903. From that decision the trustees of the settlement now appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) allowed the appeal.

COZENS-HARDY, L.J., said: This is an appeal from an order of Wright, J., declaring certain deeds executed by the bankrupt in June, 1903, pursuant to a covenant contained in his marriage settlement in 1879, void under section 47 (2) of the Bankruptcy Act, 1883, as against the trustee, on the ground that he had "become bankrupt"—*i.e.*, had committed an act of bankruptcy—on the 26th of May. The act of bankruptcy relied on was that Reis on that day gave notice to his Stock Exchange creditors that he had suspended, or that he was about to suspend, payment of his debts—section 4 (*h*). Now, the meaning of this sub-section has been fully explained by the decisions. The result of the authorities is that a statement by a debtor that he is unable to pay his debts in full is not by itself an act of bankruptcy, although it may be such if it amounts to a statement that he intends to deal with his creditors as a body. The transaction of the 26th of May does not, in my opinion, fall within this category. Reis and his solicitor gave each of his Stock Exchange creditors, individually, permission at once to close his account, which they could not have done without such permission. Each broker acted for himself, each brought an action for the balance due. I cannot regard this as falling within the sub-section. This was the only point on which Wright, J., gave a decision, although various other points were argued before him upon which it was not necessary for him to express an opinion. But as we are differing from the learned judge, the respondents have relied upon other grounds. It is urged that the covenant by the husband in the marriage settlement of 1879 was (*a*) void under the statute of Elizabeth against creditors; (*b*) so vague and general that the court ought to decline to grant specific performance of it; (*c*) released by the bankruptcy of the husband in 1880, with the result that the deeds of June, 1903, were voluntary and therefore void under section 47 (1). (*a*) In order to succeed in this contention it is necessary to shew that the wife was party or privy to the fraud. Of this there is, and can be, no direct evidence. But it is urged that the deed itself, to which she was a party, is of such a nature that it cannot be deemed other than a fraudulent deed. The decision in *Ex parte Bolland, Re Clint* (22 W. R. 152, L. R. 17 Eq. 115) undoubtedly supports this view. But in my opinion that decision is inconsistent with a line of authorities, of which *Hardey* v. *Green* (2 Beav. 182) need alone be referred to. That case seems to me to establish that such a covenant is not, on the face of it, fraudulent. (*b*) I think the husband's covenant is not too vague and general to be enforced. Lord Eldon in *Lewis* v. *Madocks* (8 Ves. 150, 17 Ves. 48) held that such a covenant must attach to and affect capital only, and not income, unless "laid up as capital," and that the court ought to give effect to the covenant. *Hardey* v. *Green* (*ubi supra*) is to the same effect. (*c*) I think this objection cannot prevail. When once it has been decided that the covenant is one of which specific performance can be obtained, it follows that the right to specific performance is not barred by the bankruptcy. The covenant is not ancillary to a debt which was released by the bankruptcy. And there is no evidence of eny breach of the covenant before the bankruptcy was closed. There is nothing in *Hardy* v. *Fothergill* (13 App. Cas. 351) which justifies the respondent's contention on this point. Lastly, an objection was taken to the assignment of the furniture on the ground that the deed was not registered as a bill of sale, and that the furniture remained in the apparent ownership of the bankrupt. The only act of bankruptcy which can be relied on was on the 29th of June, and that is the date to which the title of the trustee relates. Now a marriage settlement is not a bill of sale within the definition of the Bills of Sale Acts, and it is urged that the furniture was bound in equity by the covenant in the marriage settlement of 1879, which did not require registration, and that the deed of the 10th of June was only for the purpose of completing the legal title by means of an actual transfer of the property. There has not been any transfer of the furniture by delivery to the trustees. They must rely upon the deed of the 10th of June, 1903, as transferring the property to them. The question arises whether that deed is a marriage settlement within the exception in section 4 of the Bills of Sale Act, 1878, or is an absolute assignment of personal chattels within section 8 of that Act, which cannot be the foundation of a title as against the trustee in bankruptcy. Now the deed of the 10th of June may, I think, be fairly regarded as forming part of the marriage settlement. It was executed in pursuance of a covenant in the deed of 1879, and was in the nature of a further assurance. A post-nuptial settlement executed in pursuance of an ante-nuptial agreement falls within the term "marriage settlement" in the Bills of Sale Act. This is the conclusion at which I should have arrived apart from authority, and it accords with the view taken by the Court of Appeal in the case of *Courcier* v. *Bardili*, a note of which is found in 27 SOLICITORS' JOURNAL, p. 276, but which is not fully reported any-

where else. The result is that in my opinion the appellants succeed both as to the leasehold house and as to the chattels.

VAUGHAN WILLIAMS and STIRLING, L.JJ., delivered judgments to the same effect.—COUNSEL, *Reed*, K.C., *David*, and *Hohler; Horridge*, K.C., and *Muir Mackenzie*. SOLICITORS, *Norden & Defries; W. H. Martin & Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

MOSELEY *v.* THE KOFFYFONTEIN MINES (LIM. No. 2. 20th May.

COMPANY—ISSUE OF SHARES AT A DISCOUNT—ISSUE OF DEBENTURES AT A DISCOUNT—OPTION TO DEBENTURE-HOLDERS TO TAKE SHARES—EXCHANGE OF DEBENTURES FOR SHARES.

This was an appeal from a decision of Buckley, J., and raised an important question as to the issue of shares at a discount. The facts were as follow: The company proposed to issue 80,000 five per cent. first mortgage debentures at the price of £80 for every £100 debenture. The circular announcing the issue contained this clause: "Debenture-holders will have the right at any time prior to the 1st of May, 1909, to exchange their debentures for fully-paid shares in the company at the rate of one £1 fully-paid share for every £1 of the nominal amount of the debentures." The draft debenture trust deed contained a provision that the principal moneys thereby secured should immediately become payable, if, *inter alia*, the registered holder should give to the company a direction in writing under condition 10 thereof. Condition 10 provided that the registered holder of any debenture secured by the trust deed might at any time prior to May, 1909, direct the company in writing to allot and issue to him in exchange for, and in satisfaction of, his debenture fully-paid shares of the company's capital at the rate of one share of £1 for every £1 of the nominal amount of the debenture, and that the company should after the surrender of the debenture comply with such direction. The plaintiff Moseley, on behalf of himself and all other shareholders of the company, moved to restrain the company and its directors, until the trial of the action or further order, from carrying into effect the proposed allotment of debentures pursuant to the scheme set forth in the said circular, and from proceeding with the issue of any debentures pursuant thereto. Buckley, J., dismissed the motion. The plaintiff appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—There is no doubt about the obligation of a shareholder to pay to the company the full amount of his shares, as Lord Macnaghten pointed out in the *Ooregum case* (1892, A. C. 145), continuing as long as anything remains unpaid on his shares, but the liability, as the law now stands, and as it stood in 1862, can be discharged by payment in money, or (with the consent of the company) by payment in money's worth, and the court will not, if there is a valid contract, which since the repeal of section 25 of the Act of 1867 no longer requires registration, by the company for the acceptance of something of substantial value as money's worth, inquire into the adequacy of the consideration: see *Re Wragg (Limited)* (45 W. R. 557; 1897, 1 Ch. 796). But a man must really pay for the shares. And if the contract makes it manifest on its face that the taker of the shares is paying less than the nominal cash value, he may be liable for the balance. It seems obvious, therefore, that, if the person getting the allotment of shares would pay for them less than their nominal cash value, such an issue ought to be restrained. Now it seems to me in the present case that the immediate consideration for the issue of shares to a debenture-holder demanding such allotment in exchange for, or in satisfaction of his debenture, is clearly the surrender of the debenture, and the mere fact that the debenture was purchased at a discount of 20 per cent. will not afford an obvious money measure shewing that a discount was allowed in the price of the shares. Test it in this way: Suppose the debentures to have been issued at a discount of 20 per cent., and subsequently, quite independently of any contract at the time of the issue of the debentures, the company is minded to buy up as many of the debentures as the debenture-holders will sell, allotting 100 £1 shares in exchange for a £100 debenture, could it possibly be said that those shares were issued at an obvious discount? I think not. The surrender of the £100 debenture might well be of the full money's worth of £100 cash, and in the great majority of cases would be so. The question, therefore, arises, Does it make any difference that the bargain to issue the 100 £1 shares in exchange for the £100 debenture issued at the price of £80 was part and parcel of the consideration for the issue of the £100 debenture at the price of £80? If the debentures were exchanged for shares immediately after the issue of the debentures, the practical result would be that the shares, although nominally issued in exchange for the surrender of debentures, would really be issued at a discount—*i.e.*, 100 £1 shares for a payment of £80. The answer given by the company to this is, that as a matter of business no man would surrender a £100 debenture, which would always be entitled to payment in full before the shareholders could touch a penny, in exchange for 100 £1 shares, unless and until such shares were selling at par in the market, and probably not unless and until such shares were at a premium. It is said in answer to this that it is not impossible, especially as the circular contemplated the issue of debentures to shareholders, that such shareholders might, for the purpose of Stock Exchange operations, exchange immediately their debentures for shares. The fact, however, clearly appears that the bargain referred to in the circular has this blot, that it might result in shares being issued practically at a discount. I think that the real question is—Does this bargain give to the company that which the company as business men might fairly regard as money's worth for the full nominal value of the shares? It is not sufficient for the company to say the bargain was made in good faith. The company must at least establish that there is no obvious money measure on the face of this bargain shewing that the shares were issued at a discount. Is this money measure made obvious by the fact that the company bind themselves at any time after the issue of the debentures to allot shares to the full nominal value of the debentures, although those debentures were issued at a discount of 20 per cent.? The case is on the border line, but I am inclined to think that Buckley, J., ought to have issued the injunction asked for, on the ground that the issue of debentures on the proposed terms was open to abuse, even if the agreement was not illusory, but a real agreement honestly made.

STIRLING, L.J.—I am of the same opinion. Under condition 10, any person, having paid £80 to the company and received in exchange for that payment a debenture for £100, might forthwith leave at the registered office of the company a notice in writing directing the company to allot and issue to him 100 fully-paid shares of £1 each in the company, and the company, upon the surrender of the debenture, would be bound to comply with the directions. If the company did so comply, would the shares be validly issued? In my view, the obvious result on the facts of that transaction would be the issue of shares of the nominal value of £100 in consideration of £80—a result which is prohibited by the Legislature. It is said that the issue of debentures was not made with the intention of evading the rule which prohibits the issue of shares at a discount. I am quite willing to believe that this is so. But if in fact shares are issued at a discount, the honesty or good intentions of the contracting parties will not avail them: *Ooregum Gold Mining Co.* v. *Roper*. It is further said that such action on the part of a debenture-holder is most improbable. I am not sure of that. The shares of this company are dealt with on the Stock Exchange and are of a highly speculative nature, and I cannot tell what steps a speculator in these shares might see fit to take in order to enable him to obtain control of the market. It appears to me that this possibility is sufficient to entitle the plaintiffs to an injunction to restrain the company and the directors from acting on the scheme in such a way as to infringe the rule against the issue of shares at a discount.

COZENS-HARDY, L.J., delivered a judgment in which he said that in his opinion, an injunction ought to be granted to restrain the directors from carrying into effect the proposed allotment of debentures pursuant to the scheme in the circular of the 25th of April on this short and simple ground—that the directors proposed thereby to confer an immediate right to demand a £100 share in consideration of a cash payment of £80 only. An injunction was accordingly granted restraining the company and their directors from issuing debentures in the proposed form and pursuant to the scheme.—COUNSEL, *Buckmaster*, K.C., and *Greenwood; Neville*, K.C., *Astbury*, K.C., and *Holmes*. SOLICITORS, *Cohen & Cohen; Ingle, Holmes, Sons, & Pitt*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

SAVAGE *v.* BENTLEY. Farwell, J. 19th March.

PRACTICE—ORDER FOR DELIVERY UP OF POSSESSION—LIMIT OF TIME—WRIT OF POSSESSION—R. S. C. XLI. 5; LXVII. 2.

This was an *ex parte* application on an order for a writ of possession made in this action. Under an order dated the 29th of March, 1904, made in this action a receiver was appointed of the rents and profits of certain premises comprised in an indenture of mortgage dated the 2nd of December, 1902, and it was thereby further ordered that the defendants, Benjamin Bentley and Julia Bentley, should deliver up possession of the said premises to the receiver. By the said order no time was limited for the delivery up of such possession, nor did the order state that possession should be delivered up "forthwith." On the 7th and 8th of April respectively the said order was served on the defendants, who refused to deliver up possession in compliance with the terms of the said order. On the 15th of April, 1904, an order was made for the issue against the defendants of a writ of possession. The issue of a writ of possession at the Central Office was refused on the ground that there was no evidence "shewing due service" of the order of the 29th of March in accordance with the provisions of ord. 47, r. 2, inasmuch as the order did not limit a time in which possession was to be delivered up or state that such delivery was to be "forthwith" in accordance with ord. 41, r. 5. The present application was accordingly made.

FARWELL, J., held that the time in which delivery up should have been made ought to have been stated in the order, and directed that the word "forthwith" should be inserted in the order in accordance with the provisions of ord. 41, r. 5.—COUNSEL, *F. Whinney*. SOLICITORS, *Martin & Nicholson*.

[Reported by H. W. WARNER, Esq., Barrister-at-Law.]

High Court of Justice.—King's Bench Division.

BRASS *v.* LONDON COUNTY COUNCIL. Div Court. 27th April.

FACTORY—BUILDING CONTAINING SEPARATE FACTORY—TENEMENT FACTORY—MEANS OF ESCAPE FROM FIRE—FACTORY AND WORKSHOP ACT, 1901 (1 ED. 7, C. 22), S. 14 AND 149.

This was a case stated, and raised an important question on the construction of the Factory and Workshop Act, 1901. On the 3rd of June, 1902, the London County Council served a notice upon one Brass, the owner of premises No. 31A, Old-street, and No. 90, Goswell-road, Finsbury, reciting that the premises were a tenement factory within the meaning of the Factory and Workshop Act, 1901, s. 14, and requiring Brass to carry out certain measures which, in the opinion of the council, were reasonably necessary for means of escape in case of fire. The matter was, under the Act, submitted to an arbitrator, who stated this case as to whether the premises in question were a tenement factory within the definition in section 149. The facts as stated shewed that the premises consisted of

three floors and a basement under part of the ground floor, and were occupied in part by the Paper Cutting Co. (Limited), whose business consists of unwinding paper from large rolls and cutting and perforating the same for toilet purposes; in part by Messrs. Pillevant & Co., who carry on the manufacture of wood and cardboard boxes; and the rest of the premises were used by Brass as a builders' store. The Paper Cutting Co. and Messrs. Pillevant & Co. each used mechanical power generated by machines on their own premises, and Mr. Brass employed no mechanical power. Section 149 of the Factory and Workshop Act, 1901, defines a tenement factory as "a factory where mechanical power is supplied to different parts of the same building occupied by different persons for the purpose of any manufacturing process or handicraft in such manner that those parts constitute in law separate factories, and for the purpose of the provisions of this Act with respect to tenement factories, buildings situate within the same close or curtilage shall be treated as one building." It was contended on behalf of Brass that the building in question was not a tenement factory within section 149. The case was covered by *Toller* v. *Spiers & Pond* (51 W. R. 381; 1903, 1 Ch. 362). On behalf of the county council it was contended that the construction put on the Act by Buckley, J., that there must be a common supply of mechanical power, was not binding on the court. It was equally reasonable to say the supply might be separate, and as the Act was a protective one it should be liberally construed.

THE COURT (Lord ALVERSTONE, C.J., and WILLS and KENNEDY, JJ.) gave judgment for the owner.

Lord ALVERSTONE, C.J.—Looking at the language of the section I do not think the language is sufficiently plain to enable us to say that the facts in the present case bring it within the provisions of section 14. The language of section 14, sub-section 7, do not help very materially, because that involves the difficulty which they had to solve—namely, What was a tenement factory? In the definitions in section 149, both of textile and non-textile factories, there are words which shew that there must be the use of steam, water, or other mechanical power on the premises. I think that the framers of the Act saw that it was necessary to put some other restriction when bringing tenement factories within section 14, and that they thought that some other test other than the test of mechanical power should be employed. In my opinion the Legislature, in defining "tenement factory," had in their minds the ordinary case of several small factories receiving their power from some common source, and it follows then that, in order to bring the building under the Act, it is necessary that mechanical power should be supplied to different parts of the building occupied by different persons from one source. It is true that the case of *Toller* v. *Spiers & Pond* is not binding upon us, but the reasons given by Buckley, J., in that case commend themselves to my judgment, and the question must therefore be answered in favour of Mr. Brass.—COUNSEL, *Macmorran*, K.C., and *Garland*; *Avory*, K.C., and *Daldy*. SOLICITORS, *H. C. Morris*; *Solicitor to County Council*.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

NEW RIVER CO. *v.* **MAYOR, &c., OF WESTMINSTER.** Div. Court. 9th May.

LOCAL GOVERNMENT—EXPENSES OF MAKING GOOD STREETS BROKEN UP—POWER TO CHARGE FOR SUPERINTENDENCE—METROPOLIS MANAGEMENT ACT, 1855 (18 & 19 VICT. c. 120), s. 114.

This was an appeal by the New River Co., and raised the question whether the municipality were entitled to recover certain charges by way of superintendence in addition to the amounts actually paid by them to the contractors. The following are the facts of the case: The municipality sought to recover a certain sum for expenses incurred in filling in the trenches or making good the pavements in streets in the city of Westminster which had been broken up by the company in pursuance of their Parliamentary powers. This sum included 10 per cent. on the cost for the superintendence of the work during its execution, and the municipality claimed that by virtue of various Acts of Parliament, including the Metropolis Management Act, 1855, s. 114, they were entitled to be fully indemnified in respect of all the work which they had to do in respect of filling in trenches, &c., and that the employment of officers was a reasonable charge in carrying out the work of reinstatement. The magistrate gave judgment for the municipality, but stated the case and reserved the question of amount pending the decision of the High Court as to the legality of the charge. By section 114 of the Metropolis Management Act, 1855, it is enacted: "Provided also that whenever the permanent surface or soil of any street is broken up or opened it shall be lawful for the vestry . . . to make good the pavement surface or soil so broken up . . . instead of permitting such work to be done by the company or persons . . . and the expenses of filling in such ground and of making good the pavement or soil so broken up or opened shall be paid on demand to the vestry . . . by such company or person." On behalf of the appellants it was contended that the municipality could not recover more than than the expenses actually incurred. Counsel referred to *Walthamstow Local Board* v. *Staines* (1891, 2 Ch. 606). On behalf of the respondents it was contended that the magistrate had found as a fact that these were expenses properly incurred.

THE COURT (Lord ALVERSTONE, C.J., and WILLS and KENNEDY, JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J.—This is partly a question of fact and partly a question of law. Under Michael Angelo Taylor's Act, which was in force when the Waterworks Clauses Act was passed, there is no doubt but that the charges for superintendence might have been made. It seems to me that section 114 meant to say that all work properly done in reinstating the street came within the meaning of expenses. The magistrate has held that the respondents are entitled to recover these charges, and I see no grounds for interfering with his decision.—COUNSEL, *Danckwerts*, K.C., and *Hohler*; *Dickens*, K.C., *R. C. Glen*, and *H. C. Dickens*. SOLICITORS, *Thompson & Debenhams*; *Allen & Son*.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

ROUSE *v.* **DIXON.** Div. Court. 19th May.

MASTER AND SERVANT—EMPLOYER'S LIABILITY—ACCIDENT—COMPENSATION—CLAIM MADE UNDER WORKMEN'S COMPENSATION ACT, 1897—PROCEEDINGS ABANDONED—SUBSEQUENT ACTION UNDER EMPLOYERS' LIABILITY ACT, 1880—EXERCISE OF OPTION—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 1, SUB-SECTION 2 (b).

In this case the plaintiff appealed from the decision of the county court judge sitting at Croydon. The question raised was whether a workman, who had made a claim for compensation under the Workmen's Compensation Act, 1897, and which claim he had abandoned after an answer had been filed by the employer to the workman's request for arbitration, was debarred from bringing an action for damages in respect of the same injuries under the Employers' Liability Act, 1880. The plaintiff, a workman in the employ of the defendants, on the 8th of September, 1903, sustained injuries through an accident arising in the course of his employment in certain building operations. On the 30th of September the plaintiff served a notice of injury on the defendants, and on the 14th of October made a final request for arbitration under the Workmen's Compensation Act, 1897. The defendants filed an answer to that request stating, *inter alia*, that the plaintiff was not entitled to compensation under the Act, as the building on which the accident occurred was under thirty feet high. The plaintiff thereupon gave notice of abandonment of his claim for compensation under the Act, and the matter, therefore, not being proceeded with, the defendants were awarded the costs which they had incurred in respect thereof. On the 21st of January the plaintiff commenced an action claiming damages from the defendants in respect of the same injuries under the Employers' Liability Act, 1880. At the trial of the action on the 1st of March, 1904, the defendants took the preliminary objection that the plaintiff, having made a request for arbitration for the assessment of compensation in respect of the same injuries under the Workmen's Compensation Act, had exercised his option under section 1, sub-section 2 (*b*), and his action under the Employers' Liability Act was barred. The judge upheld the defendants' contention, and gave judgment for the defendants without hearing the case on its merits. From this decision the plaintiff now appealed, and on his behalf it was contended that the county court judge was wrong in holding that the plaintiff had exercised an option to proceed under the Workmen's Compensation Act, 1897, within the meaning of section 1, sub-section 2 (*b*), of that Act: see *Beckley* v. *Scott & Co.* (1902, 2 Ir. Rep. 504). For the defendants it was contended that the plaintiff had exercised an option, and that having done so he was debarred from bringing his action at common law or under the Employers' Liability Act, 1880: see *Edwards* v. *Godfrey* (47 W. R. 551; 1899, 2 Q. B. 333).

THE COURT (Lord ALVERSTONE, C.J., and WILLS and KENNEDY, JJ.) allowed the appeal.

Lord ALVERSTONE, C.J., in giving judgment, said that it could not be contended that because the plaintiff had put forward a claim under the Workmen's Compensation Act—which claim he had abandoned when the defendant, his employer, pointed out that he had no chance of succeeding under that Act—he was barred from bringing an action under the Employers' Liability Act. To bring the case within the language of section 1, sub-section 2 (*b*), a workman is only debarred from taking alternative proceedings where he has exercised an effective option. In this case he, the learned judge, did not think that the plaintiff had exercised an option under the section.

WILLS and KENNEDY, JJ., delivered judgment to the same effect. Appeal allowed.—COUNSEL, *Brozholm*; *Griffith Jones*. SOLICITOR, *David Gunnell*; *Newton G. Driver*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

PANHANS (Appellant) *v.* **BROWN (Respondent).** Div. Court. 13th May.

DENTIST—UNREGISTERED PERSON MAKING USE OF TITLE OF "DENTIST"—THE DENTISTS ACT, 1878 (41 & 42 VICT. c 33), s. 3.

Case stated by Metropolitan police magistrate. In this case three informations were laid against the appellant under the Dentists Act, 1878. Under the first information the appellant was summoned for that he, not being then a legally qualified medical practitioner, did unlawfully take and use an addition or description—namely, "German Dental Institute. West Central Dental Institute (Limited), 60, Gower-street, Bedford-square, W.C. Consultations from 10 to 6, Sundays from 10 to 2. Fixed prices. Artificial teeth from 5s. upwards, gold stoppings from as low as 10s. 6d. and upwards, platina stoppings from 7s. 6d. upwards, silver stoppings only 5s., best cement stoppings only 3s. 6d.; cleaning teeth from 2s. 6d. upwards. Complete sets in gold, platina, and also crown and bridge work, at most moderate prices. Only absolutely good and durable under guarantee. All the most recent improvements in connection with dentistry. Painless treatment in stopping and extraction of teeth. The same treatment for all, no preference whatever shewn," implying that he was registered under the said Act or that he was specially qualified to practise dentistry. The two other informations were laid by the respondent under the same Act against the appellant for that he, on the 24th of November, 1903, and the 26th of November, 1903, respectively, at 60, Gower-street, did, not being then registered under the Dentists Act, 1878, and not being then a legally qualified medical practitioner unlawfully take and use an addition or description—namely, "West Central Dental Institute (Limited)," implying that he was registered under the said Act, or that he was specially qualified to

practise dentistry contrary to the form of the statute in that case made and provided. The informations were heard on the 16th of December, 1903, and on the 8th of January, 1904, and the magistrate convicted the appellant on all three informations. At the hearing the following facts were proved or admitted: "The West Central Dental Institute (Limited)" was duly registered as a joint stock company on the 5th of January, 1903, and the appellant was the sole director and manager thereof. The registered address of the company was 60, Gower-street, and on the door-plate of such premises were the words "West Central Dental Institute (Limited), Zahnaerzthliches Institut," but the name of the appellant did not appear either on the door-plate or elsewhere on the premises. The appellant was not a specially qualified person within the meaning of the Dentists Act, 1878, as amended by the Medical Act, 1886, or registered thereunder. The appellant formed the company because he was not a specially qualified person within the meaning of the above Acts. The object of the company purported to be to carry on the practice and promote the adoption of advanced and scientific methods of dental surgery, to undertake tuition in the methods of dental practice, and to participate in the profits arising from the practice of dentistry by duly qualified practitioners, and to secure their services and acquire businesses for that purpose. After the formation of the company, the appellant continued to practise dentistry at the said premises. There was no evidence that any specially qualified person within the meaning of the Dentists Act, 1878, as amended by the Medical Act, 1886, or registered thereunder, practised dentistry at the premises. The receipts for money paid by patients were in the name of "The West Central Dental Institute (Limited)" and initialled by the appellant, "J. P., Managing Director." On the hearing of the first of the above informations, the following additional facts were proved or admitted. That an advertisement had been inserted by the authority of the appellant in the *London General Anzieger*, a German newspaper, published and having a circulation in London. The advertisement was to the same effect as the description already set out. That on the day in question, to wit, on the 18th of November, a witness, one Charles Bryan, in consequence of the said advertisement, called at the said premises and saw the appellant, but on the appellant informing him in answer to express inquiries that he was not a person qualified to practise dentistry in this country, no dental operation was performed, and the witness left the premises, though the appellant was ready and willing to perform such an operation. On the hearing of the second and the third of the above informations it was proved or admitted, in addition to the aforesaid facts, that in consequence of the descriptive words appearing on the door-plate—to wit, the words "West Central Dental Institute (Limited), Registered, Zahnaerztliches Institut," a witness, one A. N. Robinson, called on the 24th and the 26th days of November at the said premises, and dental operations were performed upon him on each of those days by the appellant. On the part of the respondent it was contended that the appellant was taking and using a name, title, addition, or description, implying that he, John Panhans, was registered under that Act, or was a person specially qualified to practise dentistry. On the part of the appellant it was contended (1) That the appellant had not taken any title either of dentist or dental practitioner, or any word or description whatsoever implying that he was specially qualified to practise dentistry, or that he was registered under the Dentists Act, 1878, but that if any such word or description had been taken it had been taken by the company; (2) that the words "West Central Dental Institute (Limited)" did not imply that the appellant was a person specially qualified to practise dentistry or that he was registered under the said Act; (3) that the appellant and the company were two distinct entities, and that the acts of one could not be identified as the acts of the other, nor could the title of a joint stock company be the description of a person. The magistrate came to the conclusion that the description on the door-plate and the advertisement implied that the person who, in fact, practised dentistry at 60, Gower-street was a person specially qualified under the Dentists Act, 1878, as amended by the Medical Act, 1886, or registered thereunder, and that such was the impression which would be left on the mind of any ordinary person reading the advertisement or the words on the door-plate. He was of the opinion that the appellant, being the only person who actually practised dentistry on those premises, did avail himself of and use the description on the door-plate and the description in the advertisement implying that he was a person specially qualified under the Dentists Act, 1878, as amended by the Medical Act, 1886, or registered thereunder, and he convicted the appellant on each of the three informations.

THE COURT (Lord ALVERSTONE, C.J., and WILLS and KENNEDY, JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J., in giving judgment, said the appellant himself inserted the advertisement; he did not put his own name, but called himself "The German Dental Institute, 60, Gower street," and stated when consultations might be had and gave a number of descriptions which, if they applied to an individual, would unquestionably be sufficient to indicate or to imply that he was a person specially qualified to practise dentistry. It had been contended on behalf of the appellant that there was also on the door of the premises the words "West Central Dental Institute (Limited)," and that because no name was mentioned it was not the same thing as if the appellant had simply put up "Dentist" on the door and that therefore he did not come within the Act. He, the learned judge, was clearly of opinion that the magistrate had come to the only conclusion he could come to, and there was abundant description to infringe the Dentists Act, 1878.

WILLS and KENNEDY, JJ., agreed. Appeal dismissed.—COUNSEL, *Avory*, K.C., and *H. Brandon*; *R. W. Turner*. SOLICITORS, *T. R. Frost*; *Bowman & Curtis Hayward*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

R. *v.* HUMPHRIES. C.C.R. 12th and 30th March.

CRIMINAL LAW—BANKRUPTCY—PROPERTY DIVISIBLE AMONGST CREDITORS—EXECUTION OF DEED OF ARRANGEMENT—DEBTOR ABSCONDING WITH PROPERTY—WHETHER PROPERTY OF TRUSTEE OR OF DEBTOR—DEBTORS ACT, 1869 (32 & 33 VICT. c. 62), s. 12.

This was a case stated by the Recorder of Banbury, and raised an important point on the construction of the Debtors Act. The following are the facts of the case: The prisoner, Joseph Humphries, a coal merchant, being in pecuniary difficulties, executed on the 24th of April, 1903, a deed of assignment of all his property for the benefit of all his creditors. The deed was expressed to be made between the prisoner and William Booth, as trustee, and the persons whose names and seals were thereto subscribed and set, being creditors of the prisoner, in the sums named in the schedule. The prisoner, as beneficial owner, assigned to the trustee all his property, including sums of money, the trustee being directed to sell the property and to pay to himself the costs of the sale, and to divide the residue among all the creditors. It was witnessed that the trustee and the creditors named as parties to the deed thereby released the debtor from all claims, but in case a receiving order should be made against the prisoner within three months the release should be void and of no effect. The deed was executed on the 24th of April by the prisoner and the trustee, but not by any creditor, nor was the name of any creditor or his debt inserted in the schedule. At the time the prisoner executed the deed the prisoner had in his possession the sum of £161, which he retained instead of handing it over to the trustee. The trustee on the 25th of April took possession of the prisoner's business and continued it until the appointment of the official receiver in bankruptcy. On the 27th of April the deed was registered. On the 28th of April the prisoner went to Canada, taking with him £120, part of the £161, the remainder having been spent by him between the 24th and 28th of April. On the 13th of May a receiving order was made against the prisoner, and on the 18th of May he was adjudicated a bankrupt. He was indicted at the January sessions, charging him with felony under section 12 of the Debtors Act, 1869, for having within four months next before the presentation of a bankruptcy petition against him quitted England and taken with him a part of his property—viz., £120, which ought by law to be divided amongst his creditors. The prisoner was found guilty and sentenced to six months' imprisonment in the second division, but he was released on bail pending the decision of this court as to whether the £120 taken away by the prisoner was "his property" within the meaning of the Debtors Act, 1869. On behalf of the prisoner it was contended that the case was covered by *R. v. Creese* (22 W. R. 375, 2 C. C. R. 105). On behalf of the prosecution it was contended that *R. v. Creese* was distinguishable, as the money never got into the possession of the trustee. Counsel cited *Heton v. Woodgate* (2 My. & K. 492) and *Johns v. James* (26 W. R. 601, 2 Ch. D. 774). *Cur. adv. vult.*

March 30.—THE COURT (Lord ALVERSTONE, C.J., and GRANTHAM, BRUCE, DARLING, and CHANNELL, JJ.) affirmed the conviction.

Lord ALVERSTONE, C.J.—The present case is undoubtedly somewhat similar to *R. v. Creese*, and we have to consider whether that case is distinguishable. The charge there was preferred under section 11 (5) of the Debtors Act, 1869, as to fraudulently removing any part of his property, but it is not possible to put any different construction on the words "his property" from that which they bear in section 12. Certainly, but for the doubt created by *R. v. Creese*, we should have held that the words "his property" in section 12 included property which had been his, which remained in his possession, and which, if parted with by him at all, had only been parted with by him in such a way as to still leave it divisible amongst his creditors in the event of bankruptcy. But we have to consider whether our so holding would be contrary to the decision in *R. v. Creese*. [His lordship then went into the facts of the case, and continued:] We have come to the conclusion that on the facts of the case *R. v. Creese* was rightly decided, but if the reasoning of the judgments lays down a general rule which would exempt the defendant in this case from liability, we do not agree with it. The facts here, however, seem to be different. The trustee never got possession of the £120, as the trustees of the deed in *Creese's case* got the stock which Creese misappropriated, and at the most the trustee here had only a paper title. Nothing took place which would make the money which the defendant was obviously keeping back from his creditors, and which he had in his actual possession and was not holding for the trustee, in any real sense the property of the trustee under the deed executed three days before the absconding. The conviction must be therefore affirmed.—COUNSEL, *C. T. Vachell*; *Henry Sutton*. SOLICITORS, *Solicitor to the Treasury*; *Crowther & Davies*, Leamington.

[Reported by ALAN HOOD, Esq., Barrister-at-Law.]

***Re* THE SHELL TRANSPORT AND TRADING CO. AND THE CONSOLIDATED PETROLEUM CO.** Channell, J. 10th and 11th May.

CONTRACT—CONSTRUCTION—IMPLIED TERM—NECESSARY IMPLICATION—CARGO TO BE DELIVERED AT A PARTICULAR WHARF—COST OF DREDGING EXPENSES, BY WHOM TO BE BORNE.

This was an award in the form of a special case stated by the umpire appointed by the arbitrators nominated in a submission in a contract dated the 4th of January, 1904. The dispute arose out of the sale of a cargo of petroleum by the Consolidated Petroleum Co. to the Shell Transport and Trading Co., who were shipowners and oil importers. The cargo was to be shipped per ss. *Goldmouth* to England and brought alongside a certain dock in the Thames. When the vessel arrived, the river was too shallow to allow of her lying in the discharging berth, and the river had to be dredged in order that the vessel might get alongside the berth which was necessary to enable the buyers to receive the oil which was thus to be discharged by piper into their oil tanks at an average rate of not

less than 1,500 tons per working day. The dredging charges amounted to about £400, and this charge the arbitrator had found should be paid by the petroleum company as it was alongside their wharf that the vessel had necessarily to be brought, and in his opinion there was an implied obligation upon them to find a berth for the vessel For the petroleum company it was submitted that the sellers had absolutely contracted to deliver alongside the wharf, and they, as the purchasers, were entitled to have the cargo delivered to them at the wharf. No implied stipulation should be read into a written contract unless the implication necessarily arose on the terms of the contract construed in a reasonable and business manner: *Hamlyn & Co.* v. *Wood & Co.* (1891, 2 Q. B. 488). It was not the business of the buyers to find out if the vessel which the sellers were intending to convey the oil to London by would safely lie at the wharf where under the contract the sellers must discharge it; that was a matter falling within the sellers' business as shipowners. On the other hand, for the vendor company it was contended that the purchasing company knew all the vessels that would lie alongside the berth; they knew the depth of the dock, and the obligation to dredge was therefore upon that company, because the contract necessarily imported that there was a practicable wharf at which the cargo was to be discharged, and the decision given in *The Moorcock* (14 P. D. 64) was relied on.

Channell, J., in giving judgment, said he had to find what was the true construction of the agreement between the parties. The arbitrator had found that there was an implied obligation on the buyers that the berth should be such that the vessel could lie alongside in safety. The question he was asked to decide was whether the umpire was right in so finding. If he answered the question in the affirmative they (the buyers) were to bear the cost of the dredging, if he should be of opinion that there was an absolute obligation on the sellers to deliver the oil into the pipe lines of the buyers, the sellers were to pay the cost of the dredging. In his lordship's opinion the answer turned on the last clause of the agreement under which the buyers, the petroleum company, bound themselves to procure for the sellers the right to have their steamer berthed for discharge. The umpire had found that the buyers undertook that the berth should be such that the vessel could lie alongside in safety, but he thought that it was quite as much a duty on the part of the shipowners to inquire whether the berth was safe for this particular vessel, and consequently, if the difficulty had been simply that there was something in the bottom of the berth that rendered the berth unsafe for the particular vessel, he should have hesitated to draw the inference that there was an implied undertaking in the contract that the berth should be safe. He did not consider that *The Moorcock* case was precisely in point. The result that he had come to was that the buyers here had undertaken that the vessel should come for the purpose of discharging her cargo to a place where as between themselves and the owners of the wharf they had no right to have her come, for they were giving an undertaking they had no power to fulfil. If the dredging was necessary for the purpose of enabling the buyers to get from the dock company the cargo of *The Goldmouth*, coming to a place which, under the contract with the dock company, the buyers were not entitled to claim that that vessel should come, then it was necessary for the purpose of enabling the buyers to perform a portion of the contract they had undertaken with the sellers —the right to have that large vessel at the wharf. Therefore, in his view of the contract, there was no undertaking to be inferred in the terms found by the umpire, although he thought that it did contain an undertaking that the purchasers would procure for the sellers the right to have the steamship *Goldmouth* in this berth for the purpose of discharging there. Consequently if the umpire should find—and probably he would, in view of what he had already found—that the dredging was necessary in order to get the dock company's consent for the vessel to come alongside the wharf, he would be justified in awarding that the expense should be borne by the buyers as being an expense necessary to enable them to perform their part of their contract. As his lordship's grounds were not quite the same as the umpire's, it would be for the parties to consider whether they would go back to the umpire or whether they would take the finding the umpire had given that the expense of dredging should be borne by the buyers, the petroleum company. The case would, therefore, be disposed of in this way unless the parties decided to go back to the arbitrator. His lordship granted leave to appeal.—Counsel, *Robson*, K.C., and *Baikie*; *Scrutton*, K.C. Solicitors, *Ince, Colt & Ince*; *Waltons, Johnson, Bubb, & Whatton*.

[Reported by Erskine Reid, Esq., Barrister-at-Law.]

The forty-fourth anniversary festival of the Solicitors' Benevolent Association is announced for Wednesday, the 22nd of June, at the Albion Hotel, Aldersgate-street, when it is hoped there will be a large attendance of members and friends of the society. The chair will be occupied by Mr. H. Holland Burne, of Bath, now retired from the profession, who has long been a warm supporter of the association and is now appealing for festival contributions. The endeavour to adequately relieve many of the pressing claims presented to the directors has necessitated a largely increased annual income. If all present members would, by personal influence, induce one other member of the profession to become a subscriber at the forthcoming festival, the work of the board would be materially helped.

Judge Holt, in the United States District Court, says the *Albany Law Journal*, recently appointed the first woman receiver in the history of the bankruptcy courts of New York, N.Y. Miss Anna Flynn, a young woman lawyer, with offices at 99, Nassau-street, New York, was appointed receiver of the business of Marie Barton, a dressmaker, against whom a petition in bankruptcy was filed.

Law Students' Journal.

The Law Society.

Honours Examination.—April, 1904.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

First Class.

[In order of Merit.]

Abraham Thomas James, who served his clerkship with Mr. John Aeron Thomas, M.P., of the firm of Aeron Thomas & Co., of Swansea.

Percy John Menneer, who served his clerkship with Mr. Isidore James Carter, of Torquay.

Harry Cecil Myers, who served his clerkship with Mr. Rowland Percy Walters, of the firm of Gush, Phillips, Walters, & Williams, of London.

Ralph Heather Parratt, who served his clerkship with Mr. John Scott Heron, of the firm of Messrs. Edwards, Heron & Co., of London.

John Peirson Watson, who served his clerkship with Mr. Harold Watson, of Middlesbrough.

Second Class.

[In Alphabetical Order.]

Robert Agar Chadwick, B.A., LL.B. (Camb.), who served his clerkship with the late Mr. Edward Overend Simpson, and Mr. Thomas Stephenson Simpson, both of the firm of Messrs. Simpson & Co., of Leeds.

Clifford Gover Conolly, M.A., LL.B. (Camb.), who served his clerkship with Mr. A. E. Leonard, of the firm of Messrs. White & Leonard, of London,

Horace Baker Drury, who served his clerkship with Mr. Frederick Foss, of London.

Herbert Garratt, who served his clerkship with Mr. Albert Edward Britcliffe, of Accrington.

Frederic Hubert Jessop, LL.B. (Vict.), who served his clerkship with Mr. James Sykes, LL.B., of the firm of Messrs. Armitage, Sykes, & Hinchcliffe, of Huddersfield.

Walter Molineux, who served his clerkship with Mr. George Maughan, of the firm of Messrs. Maughan & Hall, of Newcastle-upon-Tyne.

Robert Wallis Seward, M.A., LL.B. (Camb.), who served his clerkship with Mr. Arthur Eales Pridham, of the firm of Messrs. Marshall & Pridham, of London.

Osmond Thompson Smith, who served his clerkship with Mr. E. Thompson Smith, of Colchester, and Messrs. Norris, Allens, & Chapman, of London.

Percy John Spalding, B.A., LL.M. (Camb.), who served his clerkship with Mr. J. E. L. Whitehead, of the firm of Messrs. Whitehead & Todd, of Cambridge, and Messrs. Foss, Ledsam, & Blount, of London.

Henry Howard Thompson, who served his clerkship with Mr. Thomas Ellerson Rickerby, of the firm of Messrs. Leywood & Rickerby, of Cheltenham,

Basil Wilson, who served his clerkship with Mr. Charles Eustace Wilson, of London.

Third Class.

[In Alphabetical Order.]

David Henry Clarke, who served his clerkship with Mr. James Cochrane, of Bristol.

William Howard Coley, who served his clerkship with Messrs. Coley & Coley, of Birmingham; and Messrs. Field, Roscoe & Co., of London.

Charles Edmund Crane, who served his clerkship with Mr. W. F. Bearsley, of Loughborough; and Mr. C. D. Woolley, of London.

Reuben Hodgson, who served his clerkship with Mr. Frederick Emley, of the firm of Messrs. Fred & Edwin Emley, of Newcastle-on-Tyne; and Messrs. Williamson, Hill, & Co., of London.

Evan Idris Lewis, who served his clerkship with Mr John Colenso Jones, of Pontypridd.

Herbert Sturton, who served clerkship with Mr. Walter Harold Sturton, of Peterborough; and Mr. A. S. Hatchett Jones, of London.

Herbert James Worwood, who served his clerkship with Mr. Lewis Beard, late of Coventry, now of Blackburn.

The Council of the Law Society have accordingly given Class Certificates and awarded the following Prizes of Books:

To Mr James—The Clement's-inn Prize—value about £10; and The Daniel Reardon Prize—value about 20 guineas.

To Mr. Menneer—The Clifford's-inn Prize—value 5 guineas.

To Mr. Myers—The New-inn Prize—value 5 guineas.

To Messrs. Parratt and Watson—The Law Society Prizes—value 5 guineas each.

Mr. James and Mr. Parratt being, in the opinion of the Council, equal in merit, the Council have awarded to each of them a John Mackrell Prize—value about £12 each.

The Council have given Class Certificates to the candidates in the Second and Third Classes.

Sixty-eight candidates gave notice for the Examination.

Preliminary Examination.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 4th and 5th of May, 1904:

Abbott, George Wyman	Bingham, George Coward
Anderson, Arthur George	Bonwick, Walter Emmanuel

Booth, Norman Russell	Kelly, Hugh Cyril
Bowden, Hubert Moxhay	Kennedy, Bradshaw Richard Pia
Briggs, Frank Abercrombie	Knowles, Edwin Cumming
Brown, William	Lane, John Kirkland
Bryant, Ivor Anderson	Langhorne, Albert Edward
Burdekin, Alan Stockdale	Laycock, John
Burtonshaw, Henry	Lloyd, Charles Henry
Carr, Arthur	Mainprize, George Tom
Chalker, Henry Cecil	Meredith, Charles
Chant, Harold Vivian	Meynell, Henry John Southwell
Clarke, Francis Eagle	Morgan, Isaac David
Clements, Thomas George	Neighbour, Richard
Cocks, Cyril Anderson	Oates, George
Colman, Clement George	Owen Ernest Haddon
Commander, Francis Edward	Perkins, Daniel
Connolly, George Augustus Victor	Phillips, Ivor Llewelyn
Cox, Leonard Charles	Richardson, Hugh Baird
Crouch, Lionel William	Roberts, Edward
Crust, Harold	Roberts, Thomas Haines
Davis, John Harvard	Rose, Lionel Richard
Dawson, Leonard	Sale, Alfred Henry
Dearden, George Frederick	Scorah, Frederick William
Dickson, Arthur Lorimer	Seager, Walter George Gill
Earley, Francis Henry	Sherwin, Thomas Miles
Edmunds, Joseph Charles	Smith, Harry Elmore
Edwards, Herbert Broughton	Start, John Edwin
Elias, Perys Gwyn	Taylor, Arthur Dudley Greville
English, Richard Cornforth	Taylor, Charles Patterson
Entwistle, Frederick	Taylor, Gordon Robert
Evans, Arthur John	Taylor, James Arthur Atkinson
Gibson, Stanley Vere	Tompkins, Oscar Berry
Gilks, Humphrey Livingstone	Troughton, Alec George
Gutteridge, Albert Norman	Turkington, Charles Henry
Hargreave, Oliver	Zwanenberg, Godfrey Van
Harris, Arthur Lea	Watkins, Josceline Frederic Vernon
Harrison, Aubrey Marwood Gordon	Watney, Valentine Howell
Harrison, William	Whitehead, Arthur
Hawken, Herbert John Hambly	Whitmore, Harry Gordon
Hempson, Oswald Arthur	Williams, Thomas Morris
Henton, John Arthur	Williams, Walter Trafford
Holt, George Richard	Wilson, Frank
Howdle, Wilfred Bernard	Woodgate, Giles Musgrave Gordon
Jones, William Edward Glyn	

Legal News.

General.

At the Central Criminal Court, on the 19th inst., Frederick William Webb, solicitor, was indicted for having, as attorney and agent on behalf of Ethel Mary Mitchell and Robert J. Mitchell, unlawfully and fraudulently converted to his own use two cheques for £162 10s. and £325 which had been entrusted to him with a certain direction in writing. The jury found the prisoner guilty on the counts in respect to one of the sums of £162 10s. received by him; but not guilty on the counts in respect to the other sums of £162 10s. and £325 received by him. Mr. Justice Walton sentenced the prisoner to 18 months' imprisonment, with hard labour.

The examination for Whewell scholarships in International Law at Cambridge will begin on the 23rd of November. The scholarships, one of £100 and one of £50, are tenable for two years, the scholars being eligible for re-election, and are open to any person under the age of twenty-five producing satisfactory evidence to the council of Trinity College of good moral character. The names of candidates must be sent to the secretary of the Council of Trinity College on or before the 31st of October. Any Whewell scholar who desires re-election must submit a dissertation or other piece of work on or before the 29th of September, and send the same to Professor Maitland, Downing College.

The fourth report of the Controller of His Majesty's Stationery Office states that the *London Gazette* is farmed to contractors who print it at their own cost and sell at fixed prices for their own profit, the proceeds of advertisements and the contractors' premium being alone appropriated in aid of the Stationery Office vote. The entire cost of the *Gazette* office, amounting for salaries alone to £2,105 a year, has, with the exception of the salary of the indexer (£105) and of a small allowance of £15, been saved. The total receipts of the *Gazette* for advertisements and otherwise have risen from £22,246, on the average of the last three years of the old system, to £27,626, on the average of the last three years of the new system.

A serious omission in the Attorney-General's speech in a recent peerage case, created, says the *Globe*, much disappointment in the breast of one of the law lords. Sir Robert Finlay had it within his power to read an old charter under which certain lands in Kent were conveyed to their owner on the terms that he should hold the King's head whenever the King crossed the Channel. The Attorney-General, whose sense of relevancy is even stronger than his sense of humour, did not see his way to introducing this charter into his speech without doing some violence to his argument, and one of the law lords, whom he had privately made acquainted with its existence, took him severely to task for the omission. It appears that the noble lord had prepared a joke. His grievance was that Sir Robert Finlay had deprived him of the opportunity of suggesting that the office of holding the King's head on these occasions ought to belong to the Lord High Steward.

The following are the arrangements made for hearing probate and divorce cases during the Trinity sittings: Undefended matrimonial causes will be taken each Monday during the sittings; undefended causes or any other causes which are in the day's list in Court I. will be transferred and taken in Court II. when Admiralty cases are not being heard. Probate and defended matrimonial causes, for hearing before the court itself, will be taken on Tuesday, May 31; Wednesday, June 1; Thursday, June 2; Friday, June 3; Tuesday, June 7; Wednesday, June 8; Thursday, June 9; and Friday, June 10. Special jury cases will be taken on and after Tuesday, June 14. A Divisional Court will sit on Tuesday, June 7; Tuesday, July 5; and on Tuesday, August 2, if required. Common jury causes will be taken on and after Tuesday, July 26. Motions will be heard in court at 11 o'clock on Monday, June 6, and on every succeeding Monday during the sittings; and summonses before the judge will be heard at 10.30 on Saturday, June 4, and on each succeeding Saturday during the sittings.

At the meeting of the Catholic Prisoners' Aid Society, on the 19th inst., Lord Justice Mathew said he was glad to see that some attention was being paid even to the "old offenders," with whom he had always had some sympathy. They were not thoroughly bad, and those in charge of prisons were now discovering something good in them. When a man was sentenced to long imprisonment he used to be simply left to his misery; but it had recently occurred to benevolent people, and the idea had now reached the authorities, that such a man should be taught a trade, looked after with kindness, and given a chance to make a fresh start in the world. As to the first offenders, they, as a general rule, ought not to be in prison, and they might well be taken in charge by a society like this even before trial. When he had been a judge on circuit he had noticed that some magistrates—he did not include London—were a little too anxious to be firm and protect the public. He had never felt much sympathy with the public, which was pretty well able to protect itself. The magistrates, however, were improving very rapidly.

In the House of Lords Standing Committee, on the 16th inst., says the *Times*, the Prevention of Corruption Bill was considered. Lord Cross, the chairman, asked for an explanation of the fact that the Bill excluded the jurisdiction of quarter sessions in prosecutions on indictments for offences under the Act, and at the same time there was a summary jurisdiction and an appeal to quarter sessions. The Lord Chancellor, in reply, said the only reason was this—that one was a smaller jurisdiction, which magistrates in petty sessions could administer, and the other was a larger jurisdiction which it was not thought expedient to give to quarter sessions, because this was a new offence. He took the opportunity of explaining another clause as to which some of their lordships had difficulty—the clause, namely, which required the *fiat* of the Attorney-General before a prosecution could be instituted. He had the strongest objection to anything which tended to blackmail. Those who were not lawyers had little idea of the serious, and, indeed, terrible, extent to which blackmail prevailed, and he thought the new offence they were creating lent itself very much to blackmail. The Bill was ordered to be reported, without amendments.

In a memorandum addressed to the council of the Canadian Bar, Mr. Donald Macmaster, K.C., Batonnier of the Montreal section of the bar, says the *Times*, calls attention to what he considers certain anomalies in connection with appeals to the Judicial Committee of the Privy Council. He says that under the present practice three sets of legal gentlemen are generally engaged in connection with an appeal to the King in Council from a Canadian Court of Appeal—first, Canadian counsel; secondly, an English solicitor; and thirdly, English counsel. And he suggests that an agent might be appointed to represent the party appealing and another to represent the respondent, and that these two agents might be clerks in the Canadian High Commissioner's office in London. Their main function would be to file the record and the cases of the parties, to receive notice from the Privy Council Office when the case is coming on for hearing, to give notice to the parties, to arrange for consultations between counsel, and to report the result of the hearing. The charge for attendances would be nominal, and it would not be necessary for these agents to read the record, spend days at the hearing, or even attend consultations. Mr. Macmaster also points out that when an appellant has taken all the steps necessary to perfect the appeal, if the respondent does not put in an appearance, the appellant has to apply for a summons calling on the respondent to appear within two months. If at the end of that time no appearance be entered, the appellant has to obtain a peremptory order for the respondent's appearance within six weeks from the date of the order; and, if this order is disregarded, the appellant is entitled, on certain formalities being complied with, to apply at the end of the time limited by the order to have the case set down for hearing *ex parte*. Mr. Macmaster's suggestion is that the practice should be revised with a view to the avoidance of delays and unnecessary expense. The council of the Canadian Bar by resolution unanimously concurred in the Batonnier's memorandum, and ordered copies to be sent to the Minister of Justice for Canada and to the Attorney-General of Quebec.

Court Papers.

Supreme Court of Judicature.

Date.	Rota of Registrars in Attendance on Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Farwell.
Saturday, May 28	Mr. W. Leach	Mr. Godfrey	Mr. Carrington	Mr. Theed
Monday.....30	Beal	Farmer	Godfrey	Jackson
Tuesday.....31	Carrington	King	R. Leach	Pemberto
Wednesday, June 1	Pemberton	Farmer	Godfrey	Jackson
Thursday 2	Jackson	King	R. Leach	Pemberton
Friday 3	R. Leach	Farmer	Godfrey	Jackson
Saturday 4	Godfrey	King	R. Leach	Pemberton

Date	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.
Saturday, May 28	Mr. King	Mr. Jackson	Mr. Church	Mr. Pemberton
Monday 30	Church	Carrington	Theed	Greswell
Tuesday 31	Greswell	Beal	W. Leach	Church
Wednesday, June 1	Church	Carrington	Theed	W. Leach
Thursday 2	Greswell	Beal	W. Leach	Theed
Friday 3	Church	Carrington	W. Leach	King
Saturday 4	Greswell	Beal	Theed	Farmer

Circuits of the Judges.

The following judge will remain in town: WRIGHT, J., during the whole of the Circuits; the other judges till their respective commission days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

SUMMER ASSIZES, 1904.		Midland.	Oxford.	N. Wales, Chester, and Glamorgan.	North Wales and Chester.	N. Eastern.	Western.	S. Eastern.	Northern.
Commission Days.		LCJ of England Bruce, J.	Lawrance, J. Buckhill, J.	Wills, J.	Kennedy, J.	Grantham, J. Channell, J.	Ridley, J. Bigham, J.	Darling, J. Phillimore, J.	Walton, J. Jelf, J.
Monday	May 30				Haverfordwest			Huntingdon	
Tuesday	31			Newtown			Salisbury		
Wednesday	June 1							Cambridge	
Thursday	2			Dolgelly		Lampeter	Friday, June 3		
Friday	3								
Saturday	4			Carnarvon		Carmarthen		Bury St. Edmunds	
Thursday	7						Dorchester	Tuesday, June 7	
Thursday	9			Beaumaris		Brecon		Norwich	
Saturday	11						Wells	Saturday, June 11	
Monday	13	Aylesbury	Oxford	Ruthin			Wed., June 15		
Wednesday	15				Presteign			Chelmsford	
Thursday	16	Bedford						Monday, June 20	
Friday	17			Mold			Bodmin		
Saturday	18		Reading						
Monday	20	Northampton					Exeter 2	Hertford	
Wednesday	22		Worcester					Saturday, June 25	
Thursday	23								
Saturday	25	Leicester						Lewes	
Monday	27							Thursday, June 30	Appleby
Tuesday	28		Gloucester				Winchester 2		Carlisle
Thursday	30								
Friday	July 1	Oakham							
Saturday	2	Lincoln						Maidstone	
Monday	4							Thursday, July 7	Lancaster
Tuesday	5		Monmouth			Newcastle 2	Bristol 2		
Wednesday	6			Chester 2					
Thursday	7								Manchester 2
Saturday	9	Derby	Hereford						
Monday	11								
Wednesday	13					Durham 2		Guildford	
Thursday	14		Shrewsbury				(End)	Friday, July 15	
Saturday	16	Nottingham 2							
Monday	18			Swansea 2					
Wednesday	20		Stafford			York 2		(End)	
Thursday	21								
Friday	22	Warwick							Liverpool 2
Monday	25					Leeds 2			
Tuesday	26								
Wednesday	27	Birmingham 2							
Friday	Aug. 12	(End)	(End)	(End)	(End)	(End)	(End)	(End)	(End)

The Property Mart.

Sale of the Ensuing Week.

May 31.—MESSRS. DUNCAN & KIMPTON, at the Mart, at 2:—Freehold Shop Property: Somers Town, let at £100 per annum; Tollington-park, let at £60 per annum. Leasehold Shop Property: Tollington-park, let at £195 per annum. Solicitor, F. G. Mellows, Esq., London.—Freeholds: Herne Hill and Tooting, Freehold Ground-rents of £7 10s., and a Rent of £8 a year, secured upon Shop and House, East Dulwich, with mason's yard adjoining, having important frontage; reversion to the latter in 1911.—Long Leasehold: Camberwell, let at £43 yearly. Solicitors, Messrs. Hubbard, Son, & Eve, London. (See advertisements, May 21, p. iv.)

June 2.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To Three-sevenths of £4,412 11s. 9d. India Three per Cent. Stock; also to Three-sevenths of Freehold Licensed Property, &c., value £5,250; lady aged 64. Solicitors, Messrs. Geo. Brown, Son, & Vardy, London.

To Three-eighths of £8,000; two ladies aged 71 and 86. Solicitors, Messrs. Stewart & Ainger, London.

To Nos. 25 to 33, Pottery-road, Brentford, let at 6s. per week each; two ladies aged 69 and 65. Solicitors, Messrs. Rowe & Wilkie, London.

To Freeholds at Whitstable, and Consols, value £2,500; lady aged 59. Solicitors, Messrs. Mowll & Mowll, Canterbury.

To One-eighth of a Trust Fund, value £7,000; lady aged 67. Solicitors, Messrs. Honey & Honey, London.

To Freeholds at Bristol, estimated to produce £45 per annum; lady aged 62. Solicitors, Messrs. Hicks, Arnold, & Mozley, London.

POLICIES for £500, £300, £900, £200, £100, £100. Solicitors, J. Hall Wright, Esq., Birmingham, and Messrs. Wilson & Norman, London.

SHARES: To 500 £1 Ordinary Shares and 500 Six per Cent. Cumulative Preference Shares in Messrs. Minister & Co. (Ltd.); 92 Shares of £10 each, fully-paid, in the Dysynni Gas Co. (Ltd.); 636 Shares of £1 each, fully-paid, in Robert Owtram & Co. (Ltd.); 8 Shares in H. R. Baines & Co. ("Graphic" and "Daily Graphic"). Solicitors, E. Brandon, Esq., London, and Messrs. Parkinson, Slack, & Needham, Manchester.

(See advertisements, this week, back page.)

Winding-up Notices.

London Gazette.—FRIDAY, May 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHUBUT CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 18, to send their names and addresses, and the particulars of their debts or claims, to Walter Blease, 8, Fenwick st, Liverpool

CUE GOLD MINING AND EXPLORATION CO, LIMITED—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts or claims, to H. W. Chappell, 65, London wall

DAILY ADVANCE, DISCOUNT AND DEPOSIT CO, LIMITED—Creditors are required, on or before June 25, to send their names and addresses, and the particulars of their debts or claims, to John Grime, Prudential bldgs, Oldham, Lancaster. Hilton, Oldham, solor for liquidator

DANIELS & CO, LIMITED—Petn for winding up, presented May 16, directed to heard June 7. Rising & Ravenscroft, King William st, Mansion House, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 6

EVE HILL FENDRE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 20, to send their names and addresses, and the particulars of their debts and claims, to Harry Roland Wright, 267, Castle st, Dudley

ROTHWELL MACHINE CO, LIMITED—Petn for windiog up, presented May 16, directed to be heard at the Castle, Leicester, on June 24, at 2 o'clock. Neale, Leicester, solor for the petng creditors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 21

TOLIMA MINING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 28, to send their names and addresses, and the particulars of the debts or claims, to William Warner Holmes, 2, Finsbury sq

TRANSVAAL TRUST, LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Edward Joseph Townsend and James Taggart, 52, Queen Victoria st. Ryland, Ironmonger ln, solor for liquidators

London Gazette.—TUESDAY, May 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUTO-INSURANCE SYNDICATE, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Ernest James Walker, 5, Castle st. Liverpool. Simpson & Co, Liverpool, solors for liquidator

CENTRAL CHILI COPPER CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 20, to send their names and addresses, and particulars of their debts or claims, to Joseph Henry Collins, 702, Salisbury House, London wall

CHURCH AGENCY, LIMITED—Petn for winding up, presented May 19, directed to be heard June 7. Gribble & Co, Bedford row, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 6

G. J. TILLING & SONS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 25, to send their names and addresses, and the particulars of their debts or claims, to James T. Hamilton, 8, High st, Southampton

HENRY BRACEWELL, LIMITED—Creditors are required, on or before June 25, to send their names and addresses, and the particulars of their debts or claims, to Vivian Llewellyn Newton, 22, Booth st, Manchester Sale & Co, Manchester, solors for liquidator

MONGER'S WEST AUSTRALIAN STORES, LIMITED—Creditors are required, on or before June 28, to send their names and addresses, and particulars of their debts or claims, to James Martin, Ferdinand Faithfull Begg, and D. R. Kemp, 39, Lombard st

NORTH WESTERN HEMATITE STEEL CO, LIMITED—Petn for winding up, presented May 17, directed to be heard June 7. Maples & Co., 6, Frederick's pl, for Lightfoot & Lightfoot, Maryport, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 28

SIMPLEX GEAR CASE SYNDICATE, LIMITED—Creditors are required, on or before July 9, to send their names and addresses, and the particulars of their debts or claims, to William Hutton, 39, Bennett's hill, Birmingham. Hughes & Masser, Coventry, solors for liquidator

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 13.

STUBBS, WILLIAM HENRY, Blymhill, Stafford June 24 Webb v Stubbs, Joyce, J Stubbs, Colwyn Bay, Denbigh

London Gazette.—TUESDAY, May 17.

DICK, JOHN, Newcastle upon Tyne, Jeweller June 20 Holzapfel v Criddle, Joyce, J Criddle, Newcastle upon Tyne

GOSLIN, THOMAS CREFFIELD, High rd, Streatham, Butcher June 15 Caster v Goslin, Farwell, J Harper, New ct, Lincoln's inn

PICKETT, THOMAS, Hove, Bootmaker June 15 Norwich Union Life Insurance Society v Pickett, Kekewich, J Gostling, Church rd, Hove

SMEDLEY, WILLIAM, South Everton, Liverpool June 27 Smedley v Smedley, Liverpool, Registrar Quilliam, Manchester st, Liverpool

London Gazette.—FRIDAY, May 20.

BROOKS, JAMES MARTIN, Wellington st, Strand, Architect June 29 Allwood v Brooks, Swinfen Eady, J Lovell, Gray's inn sq

ORAM, GEORGE JOHN, Bounds Green Farm, New Southgate, Watchmaker June 15 Baker v Curryer, Master, Room 288, Royal Courts of Justice Brooks, Lawrence ln, Cheapside

STUBBS, ANNIE ELIZABETH, Essenden rd, Paddington June 17 Webb v Stubbs, Warrington, J Stubbs, Birmingham

London Gazette.—TUESDAY, May 24.

GARSIDE, DAVID MYERS, Kersal, Manchester June 24 Morley v Garside, Registrar, Manchester Spencer, Manchester

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 17.

ADAMSON, DAVID, Twickenham, Shipowner June 20 J G & T Marshall, Sunderland

ALFORD, JAMES, Brentford, Builder June 20 Ruston & Co, Brentford

ANDREWS, JAMES STEVENSON, St Leonard's on Sea June 28 Fox & Co, Victoria st

BENSON, GRACE ADAH, Southminster, Essex June 23 Pennington & Son, Lincoln's inn fields

BLANCH, THOMAS RICHARD, Chelsea, Coach Builder June 30 Lucas & Bailey, Clifford's inn, Fleet st

BLAND, EMMA, Leeds July 1 J B & J A Brooke, Leeds

BLOGG, PHEBE, Bognor June 19 Staffurth, Bognor

BROWN, GEORGE FREDERICK, Preston, Engineer June 11 Hubberstey, Preston

CAREY, HANNAH, Botley, Hants June 17 Paice & Cross, Clement's inn

CARTER, WALTER, Manchester, Carrier June 24 Parkinson & Co, Manchester

CLEMINSON, EMMA COLE, Tunbridge Wells June 30 Ashurst & Co, Throgmorton av

COOMBE, JOANNA, Pyworthy, Devon June 30 Peterson, Holsworthy, Devon

COTTON, ALFRED, Bow June 18 Selim, Mincing ln

DARBYSHIRE, LOUISA, Liverpool May 28 Lynskey, Liverpool

DARBYSHIRE, WILLIAM, Standish, Lancs, Licensed Victualler June 13 Price, Wigan

DAVEY, SAMUEL GEORGE, Warrington, Grocer June 25 Roberts, Warrington

DUNN, JOHN MESSENGER, Harcourt ter, South Kensington, ISO June 30 Bolton & Co, Temple gdns, Temple

EGGBY, WILLIAM ALFRED, East Sheen June 18 Collyer & Davis, Abchurch ln, King William st

GALE, WILLIAM, Bournemouth July 1 Warner & Kirby, Winchester

GILBERT, JOHN AMES, Walthamstow July 10 Rye & Eyre, Golden sq

GOBLE, THOMAS, Lydd, Kent, Miller June 20 Furley & Furley, Canterbury

HAMMERTON, CHARLES, Stockwell Green, Surrey, Brewer June 24 Shield & Mackarness, Alresford

HEAP, ELIZABETH ANN, Upper Tooting July 9 Vallance & Vallance, Essex st, Strand

HEAP, LAWRENCE, Upper Tooting July 9 Vallance & Vallance, Essex st, Strand

HEIDENHEIM, FRANCES JANE, St John's Wood June 30 Walker & Co, Theobald's rd, Gray's inn

JONES, JOHN, Gwaenysgor, Flint, Joiner June 24 Gamlin, Rhyl

KELLY, ANNE ELIZA, Stoke Newington June 16 Wigan & Co, Norfolk House, Victoria Embankment

KIRKHAM, BETTY, Kirkham, Lancs June 24 Gaulter, Fleetwood

LLOYD, HENRY CRAMPTON, Kew June 15 Church & Co, Bedford row

LUCKRAFT, HENRY WILLIAM PARSONS, Crofton Paignton, Devon June 20 Roberts, Paignton

MANGLES, Rev ARTHUR ONSLOW, Putney Hill June 29 Rivington & Son, Fenchurch bldgs

MANSFIELD, CHARLES WILLIAM, Tillington nr Stafford, Builder June 7 Edleston, Stafford

PAINE, CAROLINE, Cromwell rd, Kensington July 6 Potter & Crundwell, Farnham

PERKIN, JESSE, Sheffield, Mantle Merchant June 4 H T & W Pullan, Leeds

POLLITT, JAMES WILLIAM, Cheetham, Manchester June 21 Simpson & Simpson, Manchester

POOLS, HENRY, Congleton, Chester, Joiner June 1 Latham, Congleton

PUDDEPHATT, THOMAS, Enfield June 15 Tanqueray, Woburn, RSO, Beds

RENNIE, JOHN KEITH, Queen's Gate, Kensington June 14 Nicholl & Co, Howard st, Strand

RICKETTS, CHARLES, Curdridge, Botley, Hants June 12 J H & J Y Johnson, Lincoln's inn fields

SHRATH, MARIA, Sutton Coldfield June 20 Rooke, Birmingham

STEEL, ESTHER, Argyll rd, Kensington June 14 Young & Co, Laurence Pountney hill, Cannon st

STEWART, HENRY TUCKER, Stanford rd, Kensington June 30 Stevens & Drayton, Queen Victoria st

VANEY, CHARLES, Tunbridge Wells, Rear Admiral July 1 Wade & Eisdell, Henfield, Sussex

WHITE, Col the Hon HENRY FREDERICK, Northampton June 13 Moore, Dublin

WILSON, CAROLINE SELINA, Colwyn Bay June 24 Frost, Birmingham

London Gazette.—FRIDAY, May 20.

ACKROYD, MARY, Bradford June 30 Gaunt & Co, Bradford

BAX, ALFRED, Tooting Graveney, Corn Merchant June 30 Butcher, Bouverie st, Fleet st

BEAVAN, HENRY THOMAS, Prudhoe, Northumberland, Chemist June 24 Mather & Dickinson, Newcastle upon Tyne

BELL, ELIZABETH, Carlisle June 27 Lazonby & Strong, Wigton

BELL, JANE, Wigton, Cumberland June 8 Lazonby & Strong, Wigton

BODY, HARRY GEORGE, Whyteleafe, Surrey June 21 Lawrence, Essex st, Strand

BROOKING, MARMADUKE HART, St Leonard's on Sea June 24 Trower & Co, New sq, Lincoln's inn

BRUSEY, ANN, East Ogwell, nr Newton Abbot July 1 Hutchings & Hutchings, Teignmouth

BURN, JAMES ROBERT, Upper Phillimore gdns July 4 Hopwood & Sons, South sq, Gray's inn

CHAMBERLAINE, Rev WILLIAM HENRY, Keevil, Wilts June 14 Ffooks & Douglas, Sherbourne, Dorset

CHAPMAN, GEORGE, Tunbridge Wells June 24 Guscotte & Fowler, Adelphi

CHIMMER, MARY ANN, Banbury, Oxford June 19 Bennett, Banbury

CHRISTY, FREDERICK ALEXANDER, Dover June 20 Carder, Dover

COLLINS, THOMAS FRANCIS, Camberwell, Comedian June 20 Gibbs & Co, Eastcheap

COLLINSON, JANE, Newcastle upon Tyne June 24 Mather & Dickinson, Newcastle upon Tyne

DE MONNECOVE, ROBERT MARIE EDOUARD LE SERGEANT, Canton de Fruges, Pas de Calais, France, Landed Proprietor June 7 Smith, Fenchurch bldgs

ENGLISH, ELIZABETH, Gosforth, Northumberland June 20 Chartres & Youll, Newcastle upon Tyne

FINCH, HELEN, Streatham June 18 Adams & Adams, Clement's inn, Strand

FRICKER, CATHERINE, Cranes Park, Surbiton June Wilkinson & Co, Bedford st, Covent gdn

GILES, MARY LONSDALE, Penrhyndeudraeth, Merioneth June 20 Mason & Co, Liverpool

GIPPS, WILLIAM HENRY HOUSTON MEYRICH, Southampton July 1 Sharp & Co, Southampton

GODDARD, WILLIAM, Hillingdon Heath, Uxbridge June 24 Woodbridge & Sons, Serjeant's inn, Fleet st

GREEN, JAMES, Seaforth, Lancs June 20 Mather & Son, Liverpool

HATT-NOBLE, Gen WILLIAM, Reigate June 20 Smith & Williamson, Cornhill

HAWARD, MATILDA, Norwich June 30 Blyth, Norwich

HENDERSON, J, Newcastle, Mantle Merchant H T & W Pullan, Leeds

HESTER, THOMAS, Bramley, Surrey, Licensed Victualler June 14 Smallpeice & Co, Guildford

HIBBERT, WILLIAM, Liverpool, Alkali Manufacturer June 20 Cleaver & Co, Liverpool

HICKMAN, JOHN ROE, Blackheath, Engineer July 1 Moodie & Son, Basinghall av

HODGKINSON, ANN, Nottingham June 23 Berryman, Nottingham

HOLROYD, ELIZABETH, Starbeck, Yorks June 6 Hirst & Capes, Harrogate

HUGHES, Sir ROBERT JOHN, K C B, Walmer, Kent, Major General June 20 Hopgoods & Dowson, Spring gdns

HYDE, JAMES, Sandon, Herts June 14 Wortham & Co, Royston

JAMESON, ROBERT, Eastella House, nr Hull, J P June 30 Moss & Co, Hull

JEREMIAH, ELIZABETH, Llanyihangel Pontymoile, Mon July 1 Watkins & Co, Pontypool

KING, JOHN HENRY, Netherton, Worcester, Licensed Victualler May 25 Cooksey, Old Hill, Staffs

LAVIE, GERMAIN, Ashley gdns July 4 Radcliffe & Co, Craven st, Charing Cross

L'ELEU, MARIE LOUIS EDOUARD, Boulogne sur Mer June 7 Smith, Fenchurch bldgs

LODGE, FREDERICK, Bath, Baker June 20 Withy, Bath

LODGE, MARY ELLEN, Larkhall, Bath, Baker June 20 Withy, Bath

MAINPRISE, WILLIAM TURLEY, Sugden rd, Lavender Hill, Journalist July 1 Hind & Co, Goole

MAPSTONE, MARY ANNE, Weston super Mare June 24 Smith & Sons, Weston super Mare

MARCH, JOSEPH, Leicester, Oil Merchant June 21 Stevenson & Son, Leicester

MEGRAW, PATRICK JOSEPH, Newcastle upon Tyne, Grocer Burns, Newcastle upon Tyne

MIDDLETON, THOMAS, Chertsey June 17 Paine & Brettell, Chertsey

MILLARD, CATHERINE, Crouch Hill June 20 Lermitte & Jerome, High Holborn

MILLER, JOHN, Leicester June 21 Stevenson & Son, Leicester

MORTEN, MARIA, Clifton hill, St John's Wood July 1 Moodie & Son, Basinghall av

NECK, CHARLES, Lancaster gate, Hyde Park June 24 Trower & Co, New sq, Lincoln's inn

NEWMAN, WILLIAM, Eastbourne June 24 Stapley, Eastbourne

NICHOLSON, STEPHEN WILLIAM, Bowness on Solway, Cumberland June 27 Brockbank & Co, Whitehaven

NIMMO, Gen T R, CB, Bath June 24 Wilson, Bath

OXBORROW, MATILDA, Clapham Common June 20 Butcher, Bouverie st, Fleet st

PITTS, JOHN, Shipley, Yorks, Plumber May 31 Atkinson, Shipley

PLIMLEY, RICHARD, Pimlico July 6 Hubbard, Chancery ln

RAGGETT, WALTER WILLIAM, Watford, Licensed Victualler June 24 Camp & Ellis, Watford

REYNOLDS, FRANCES, Tunbridge Wells June 10 Hargreave & Heaton, Birmingham

ROBINSON, CHARLES, Stockport, Pork Butcher June 20 Johnston, Stockport

SAUNDERSON, GEORGE AARON, Wrestlingworth, Beds June 18 Waltham & Co, Royston

SCHOFIELD, ELIZABETH, Grundisburgh, Suffolk June 15 Josselyn & Sons, Ipswich

SCOTT, JOHN, Turner's Hill, Cheshunt June 24 Gush & Co, Finsbury circus

STREDDER, HANNAH, Nottingham June 23 Berryman, Nottingham

TAYLOR, FANNY PRINGLE, St Leonard's on Sea June 30 Nichol & Co, Howard st, Strand

THACKWELL, LUCY HELEN, Cheltenham July 1 Winterbotham & Co, Cheltenham

TURNER, ANN, Carlisle June 8 Lazonby & Strong, Wigton

TURRALL, ARTHUR, Hornsey Sept 1 French & Co, Walbrook

TYRER, JOHN, Bainhill, Lancs, Farmer June 28 Owen, Liverpool

VILLIERS, ROBERT EDWIN, Bickenhall mans, Gloucester pl June 30 Gover & Co, Queen st, Cheapside

VON BAUER, SIGMUND RITTER, Vienna, Austria June 1 Schweder, Draper's gdns

WADDILOVE, CYRUS, Hove, Sussex, Solicitor June 10 Waddilove & Johnson, Knightrider st, Doctors' Commons

WALKER, MARY, Seedley, Pendleton, Lancs July 20 Cobbett & Co, Manchester

WHATMAN, EDGAR, Cranbrook, Kent June 24 Philpott & Murton, Cranbrook

WHITLOCK, GEORGE, Addlestone, Surrey June 17 Paine & Brettell, Chertsey

WILLIAMS, JULIA, Earl's Court June 20 Wells & Sons, Paternoster row

WRIGHT, THOMAS, Thurmaston, Leicester July 4 Bulson, Leicester

London Gazette.—TUESDAY, May 24.

BARKER, HENRY CHARLES, Union ct, Old Broad st July 15 Barker & Son, Union ct, Old Broad st

BARROWS, JOSEPH, Himley, Staffs, Ironmaster June 25 Coldicott & Son, Dudley

CARR, DAVID SEPTIMUS, Twerton on Avon, Somerset June 30 F H & R A Moger, Bath

CHARLTON, JOHN GEORGE, Whitley Bay, Northumberland, Shipowner July 20 Bramwell & Bell, Newcastle upon Tyne

CROCKFORD, FREDERICK, Springfield, nr Chelmsford June 30 Turner & Son, Great Alie st, Whitechapel

DENNISS, ELEANOR, Hove June 24 Holme & Johnson, Brighton

DEVEREUX, The Hon CAROLINE, Wilton st June 30 Farrer & Co, Lincoln's inn fields

ELRINGTON, MARY MARIA PAKENHAM, St Leonard's on Sea July 4 Radcliffe & Co, Craven st, Charing Cross

FERINGO, FRANCIS SERVERIO GEORGE, Fallowfield, Manchester June 21 Bingham & Co, Manchester

FREEMAN, MARY HINDLEY, North Wheatley, Notts July 4 Mee & Co, Retford

GIBSON, Rev CHARLES EDWARD, M A, Cheltenham June 21 Mecredy & Son, Merrion sq

GUY, ELIZA, Cheltenham July 1 Ware & Sons, York

HARRISON, JOHN, Middlesbrough June 21 Spry, Middlesbrough

HEINTZ, LOUIS WILSON, Liverpool July 20 Cornish & Gardner, Liverpool

JACKSON, CHARLES ANTHONY, York June 30 W & K E T Wilkinson, York

JONES, ALICE, Wiesenbourg, Alsace, Germany June 24 Heard & Co, Cardiff

JUDSON, JAMES, Blackpool June 7 Butcher, Blackpool

LIGHT, MARY ANN, Richmond June 18 Smith & Burrell, Richmond

LILLEY, MARGARET, Mersham, Kent June 3 Hallet & Co, Ashford

LILLEY, JANE, Ashford, Kent June 3 Hallet & Co, Ashford

LINNETT, ELIZA WESTLEY, Clapham June 30 Laytons, Budge row, Cannon st

LLOYD, HENRY HUME, Thornbury, Glos June 30 Crossman & Co, Thornbury, R S O, Glos

MORAN, JANE, Cheltenham July 1 Cooper & Bake, Portman st

MOSS-COCKLE, CHARLES, Onslow sq July 1 Perkins & Weston, Gray's inn sq

PHIPPS, WILLIAM THOMAS, Southend on Sea July 13 Hubbard, Chancery ln

POTTS, HENRY VARDELL, Maidstone, Political Agent June 5 Clifford, Maidstone

RUSHTON, JOHN, Hooley Hill, nr Ashton under Lyne June 13 Richards & Hurst, Ashton under Lyne

STROUD, JOHN, Oakley st, Lambeth, Coal Dealer June 22 Barton & Pearman, Norfolk st, Strand

SUMMERS, MARGARET, Morpeth, Northumberland June 19 Brumell & Sample, Morpeth

WOTTON, JOHN ENDACOTT, West Bromwich June 30 Sharpe & Darby, West Bromwich

YOUNG, GEORGE RAINY, Tunbridge Wells June 24 Laces & Co, Liverpool

Bankruptcy Notices.

London Gazette.—FRIDAY, May 20.

RECEIVING ORDERS.

ABBOTT, BROUGHTON, Nelson, Lancs, Weaver Burnley Pet May 17 Ord May 17

BALDOCK, JAMES THOMAS, Hatfield New Town, Herts, Brickmaker Rochester Pet May 16 Ord May 16

BLACK, MARY, Brighouse, Beerseller, Halifax Pet May 17 Ord May 17

BRADBURY, HERBERT, Hucknall Torkard, Notts, Grocer Nottingham Pet May 17 Ord May 17

BRATT, RICHARD THOMAS, Kidderminster, Builder Kidderminster Pet May 14 Ord May 14

BURROWS, ROBERT, Vestry rd, Camberwell High Court Pet Feb 4 Ord May 16

COOPER, FRANK, York, Joiner York Pet May 16 Ord May 16

CRONK, WILLIAM JAMES, Croydon, Builder Croydon Pet May 16 Ord May 16

CUNNINGHAM, J C, Mansfield, Notts, Draper Nottingham Pet May 3 Ord May 16

CURTIS & WEAVES, Beckenham, Builders Croydon Pet May 16 Ord May 18

DAKIN, SAMUEL, Derby Derby Pet May 17 Ord May 17

DAVISON, CHARLES W, Walton on Thames, Surrey, Fishmonger Kingston, Surrey Pet April 30 Ord May 18

DYE, CHARLES, Gt Yarmouth, Grocer Gt Yarmouth Pet May 16 Ord May 16

FREEMAN, JOHN WATTS, Frome, Tailor Frome Pet May 18 Ord May 18

GREEN, ARTHUR WILLIAM, Thornton Heath Croydon Pet May 18 Ord May 18

GREENHOUGH, JOHN, Atherton, Lancs, Grocer Bolton Pet May 17 Ord May 17

GUSTARD, RICHARD TAYLOR, North Shields, Watchmaker Newcastle on Tyne Pet May 16 Ord May 16

HARVEY, FRANKLIN STANLEY, Portsmouth, Builder Portsmouth Pet April 29 Ord May 16

JONES, JOHN GEORGE, Oxford st, Fancy Draper High Court Pet May 13 Ord May 18

KEYTE, RICHARD HENRY, South Tottenham, Colourman Edmonton Pet April 20 Ord May 16

LANCASTER, J, Kilburn High Court Pet April 19 Ord May 18

LAND, PERCY, Castleford, Yorks, Grocer Wakefield Pet May 14 Ord May 14

LEWIS, PERCY P, Caterham, Surrey Croydon Pet Jan 26 Ord May 17

LOCKWOOD, HAMOR, Withington, Manager Manchester Pet May 6 Ord May 18

MILES, WILLIAM, Burnley, Joiner Burnley Pet May 18 Ord May 18

NOTON, THOMAS, Southgate, Pontefract, Blacksmith Wakefield Pet May 14 Ord May 14

OSBTON, HERBERT, Woodville, Gt Barr, Staffs, Coal Merchant Walsall Pet April 14 Ord May 13

PEBOK MOTOR CYCLE CO, Leadenhall st, Dealers in Motor Cycles High Court Pet April 16 Ord May 18

PHILPOTT, ABNER JAMES, Salisbury, Builder Salisbury Pet April 23 Ord May 18

PIERREPONT, JOSEPH LEVI, East Markham, Notts, Plumber Lincoln Pet May 16 Pet May 16

READ & Co, W W, Queen st, Cheapside, Auctioneers High Court Pet April 14 Ord May 18

SCROGGS, FREDERICK LURDELL, Sewell Manor, nr Dunstable, Auctioneer Luton Pet April 22 Ord May 17

SHERRMAN, HENRY ALEXANDER, Ash Common, Surrey, Baker Guildford Pet May 17 Ord May 17

SLADE, WILLIAM, Southsea, Hants, Butcher Portsmouth Pet May 18 Ord May 18

STEWART, ROBERT, Manchester, Jeweller Manchester Pet April 20 Ord May 16

TEAGLE, GEORGE HENRY, Bristol, Hay Dealer Bristol Pet May 5 Ord May 16

WARDLE, JOHN HENRY, Stockton on Tees, Butchers' Assistant Stockton on Tees Pet May 16 Ord May 16

WILLIAMS, DANIEL, Swansea, Butcher Swansea Pet May 17 Ord May 17

WILLIAMS, OWEN, Carreglefn, Llanbadrig, Anglesey, Corn Dealer Bangor Pet May 17 Ord May 17

WILLIAMS, WILLIAM, Tynycoed, Amlwch, Cattle Dealer Bangor Pet May 14 Ord May 14

WILLS, GEORGE CROCKER, Branksome, Dorset, Baker Poole Pet May 17 Ord May 17

WORTHINGTON, CATHERINE, Chorley, Lancs, Licensed Victualler Bolton Pet May 6 Ord May 18

FIRST MEETINGS.

ACKRELL, PHILIP, Plymouth, Cab Proprietor June 1 at 11 Off Rec, 6, Athenæum ter, Plymouth

ARNOLD, WILLIAM SHADRACH, Flitton, Beds, Bricklayer May 31 at 10.30 shirehall, Bedford

BALDOCK, JAMES THOMAS, Hatfield New Town, Herts, Brickmaker May 30 at 11.30 115, High st, Rochester

BARKER, TOM, North Ormesby, nr Middlesbrough, Beerhouse Keeper June 10 at 12.30 Off Rec, 8, Albert rd, Middlesbrough

BLACK, MARY, Brighouse, Beerseller June 1 at 3.30 Off Rec, Townhall chmbrs, Halifax

BONNICK, WALTER, Ingleton, Yorks, Flour Dealer June 14 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness

BOOTH, GEORGE EDWARD, Southall, Cycle Dealer May 30 at 3 14, Bedford row

BRATT, RICHARD THOMAS, Kidderminster, Builder May 30 at 12 Off Rec, 199, Wolverhampton st, Dudley

BROWN, THOMAS OWEN, Ferndale, Glam, Builder May 30 at 3 135, High st, Merthyr Tydfil

BURROWS, ROBERT, Vestry rd, Camberwell June 2 at 12 Bankruptcy bldgs, Carey st

CAIRNS, THOMAS MARTIN, Skirton, Lancaster, Licensed Victualler May 31 at 10.30 Off Rec, 14, Chapel st, Preston

CAMBUTHERS, JAMES, Carlisle, Baker May 30 at 3 Off Rec, 34, Fisher st, Carlisle

CHITTY, ALBERT, Harwich, Grocer May 31 at 10.45 Great Eastern Hotel, Liverpool st

COOPER, FRANK, York, Joiner May 30 at 12.30 Off Rec, The Red House, Duncombe pl, York

CORNER, JOHN, Beechen Cliff, Bath, Bookseller May 30 at 2.30 Bankruptcy bldgs, Carey st

DAVIES, JONAH, Swansea, Grocer May 31 at 12 Off Rec, 31, Alexandra rd, Swansea

DAVIES, WILLIAM GEORGE, Greenwich, Solicitor May 30 at 11.30 24, Railway app, London Bridge

EDWARDS, ALFRED JOSEPH DE GARIS, Stoke, Devonport, Schoolmaster May 30 at 11 Off Rec, 6, Athenæum ter, Plymouth

FARRAR, JOHN EDWARD, Bradford, Brewer's Traveller June 1 at 3 Off Rec, Townhall chmbs, Halifax

GITTINGS, ROGER, Pant, Salop, Hotel Proprietor June 9 at 10.15 1, High st, Newtown

GOODMAN, HARRY, Brent, Devon, Butcher, May 31 at 11 Off Rec, 6, Athenæum ter, Plymouth

GUISTON, RICHARD CHARLES, Heanor, Derby, Grocer May 28 at 11 Off Rec, 47, Full st, Derby

GUSTARD, RICHARD TAYLOR, North Shields, Watchmaker May 28 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne

HARVEY, FRANKLIN STANLEY, Havant, Hants, Builder May 31 at 3 Off Rec, Cambridge junc, High st, Portsmouth

HAWLEY, EMILY WAWNE, Westborough, Scarborough, Lodging house Keeper May 30 at 4.30 74, Newborough, Scarborough

HIBBERT, CHARLES HENRY, Waterloo, Ashton under Lyne, Lancs, Grocer June 3 at 2.30 Off Rec, Byrom st, Manchester

HIND, HARRY, Burnley, Plumber May 31 at 10.45 Off Rec, 114, Chapel st, Preston

HODGSON, ISAAC JAMES, Kendal, Westmorland, Commercial Traveller June 14 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness

JONES, RICHARD, Pentre, Llanfair, Montgomery, Farmer June 9 at 10.45 1, High st, Newtown

JONES, THOMAS, Connah's Quay, Flint, Carter May 28 at 11 Crypt chmbrs, Eastgate row, Chester

KEYTE, RICHARD HENRY, South Tottenham, Colourman May 31 at 12 Bankruptcy bldgs, Carey st

KINNEAR, JAMES, Scarborough, Coal Agent May 30 at 4 74, Newborough, Scarborough

KINSEY, CHRISTOPHER JOSEPH, Treorchy, Glam, Fruiterer May 31 at 3 135, High st, Merthyr Tydfil

LAND, PERCY, Castleford, York, Grocer May 30 at 10.30 Off Rec, 6, Bond ter, Wakefield

LATHER, HENRY, Brockley, Derby, Coal Merchant May 28 at 11.30 Off Rec, 47, Full st, Derby

LEVY, MOSS, Boyson rd, Camberwell Gate June 3 at 12 Bankruptcy bldgs, Carey st

NOTON, THOMAS, Pontefract, Yorks Blacksmith May 30 at 11 Off Rec, 6, Bond ter, Wakefield

ONGLEY, WILLIAM HENRY, Tonbridge, Fishmonger May 30 at 12.30 Angel Hotel, Tonbridge

ODY, JOHN ALBERT, Kidderminster, Builder May 30 at 2.30 Off Rec, 199, Wolverhampton st, Dudley

PIERREPONT, JOSEPH LEVI, Tuxford, Notts, Plumber May 31 at 12 Off Rec, 31, Silver st, Lincoln

PINKNEY, JOHN CHRISTOPHER, Whitby, Yorks, Boot Dealer June 1 at 3 Off Rec, 8, Albert rd, Middlesbrough

POLLARD, HARRY, Manchester, Plumber June 1 at 3.30 Off Rec, Byrom st, Manchester

READ & Co, W W, Queen st, Cheapside, Auctioneers June 1 at 12 Bankruptcy bldgs Carey st

ROBERTS, WILLIAM DANIEL, Kidderminster, Clerk May 30 at 3.30 Off Rec, 199, Wolverhampton st, Dudley

SHORT, ALFRED GEORGE, Leeds, Draper May 30 at 11 Off Rec, 22, Park row, Leeds

STANTON, JAMES, Tipton, Iron Founder May 30 at 3 Off Rec, 199, Wolverhampton st, Dudley

THOMAS, ROBERT MOLESWORTH, WILLIAM CHARLES THOMAS, and JOHN ANDREW THOMAS, Penzance, Coachbuilders May 31 at 12 Off Rec, Boscawen st, Truro

WALL, JOHN ANTHONY, Matlock Bank, Derby, Hydropathist May 28 at 12 Off Rec, 47, Full st, Derby

WARDLE, JOHN HENRY, Stockton on Tees, Butcher's Assistant June 1 at 3 Off Rec, 8, Albert rd, Middlesbrough

ADJUDICATIONS.

ABBOTT, BROUGHTON, Nelson, Lancs, Weaver Burnley Pet May 17 Ord May 17

ARNOLD, WILLIAM SHADRACH, Greenfield, Flitton, Beds, Bricklayer Bedford Pet May 12 Ord May 17

BALDOCK, JAMES THOMAS, Hatfield New Town, Herts, Brickmaker Rochester Pet May 16 Ord May 16

BRADBURY, HERBERT, Hucknall Torkard, Notts Nottingham Pet May 17 Ord May 17

PRATT, RICHARD THOMAS, Kidderminster, Builder Kidderminster Pet May 14 Order May 14

BULL, WILLIAM SAMUEL, Watford, Herts, Public house Broker St Albans Pet April 22 Ord May 14

COOPER, FRANK, York, Joiner York Pet May 16 Ord May 16

DAKIN, SAMUEL, Derby Derby Pet May 17 Ord May 17

DYE, CHARLES, Gt Yarmouth, Grocer Gt Yarmouth Pet May 16 Ord May 16

EVANS, WILLIAM JONES, St Weonards, Hereford, Farmer Hereford Pet April 26 Ord May 7

FARRAR, JOHN EDWARD, Bradford, Brewer's Traveller Halifax Pet May 4 Ord May 16

FISHER, WALTER HARMAN, Salisbury rd, Brondesbury, Dealer in Antiques High Court Pet April 8 Ord May 14

FREEMAN, JOHN WATTS, Frome, Tailor Frome Pet May 18 Ord May 18

GATES, CHARLES WILLIAM, Tooting, Baker Wandsworth Pet March 15 Ord May 17

GREENHOUGH, JOHN, Atherton, Lancs, Grocer Bolton Pet May 17 Ord May 17

GUMUCHIAN, ABRAHAM, Manchester, Shipper High Court Pet March 10 Ord May 17

GUSTARD, RICHARD TAYLOR, North Shields, Watchmaker Newcastle on Tyne Pet May 16 Ord May 16

HARDY, ELLIS, North Huddersfield, Wheelwright Huddersfield Pet April 27 Ord May 18

JEWKES, JOSEPH, Belper, Derby, Greengrocer Derby Pet April 8 Ord May 18

KOECHER, JOHN EDGAR, and OTTO JULIUS KOECHER, Finsbury pvmt House, Merchants High Court Pet March 1 Ord May 14

LAND, PERCY, Castleford, Yorks, Grocer Wakefield Pet May 14 Ord May 14

LEWIS, RICHARD, Brompton Mill, Brompton, Salop, Miller Leominster Pet April 25 Ord May 17

MARRIAN, WILLIAM, and FREDERICK YORK MARRIAN, Fenchurch st, Hardware Manufacturers High Court Pet Feb 25 Ord May 17

MILES, WILLIAM, Burnley, Joiner Burnley Pet May 18 Ord May 18

NORTH, JOHN WALTERS, Bilston, Staffs, Sheet Iron Roller Wolverhampton Pet May 14 Ord May 16

NOTON, THOMAS, Southgate, Pontefract, Blacksmith Wakefield Pet May 14 Ord May 14

ODY, JOHN ALBERT, Kidderminster, Builder Kidderminster Pet April 25 Ord May 14

PAICE, EDWARD, Uxbridge rd, Shepherd's Bush High Court Pet April 15 Ord May 16

PIERREPONT, JOSEPH LEVI, Tuxford, Notts, Plumber Lincoln Pet May 16 Ord May 16

RAYWARD, WALTER WARDEN, Benson on Thames, Oxford, Licensed Victualler Oxford Pet March 29 Ord May 14

SHARPLES, JAMES, Wrockwardine Wood, Salop, Stonemason Madeley Pet May 11 Ord May 16

SHERRMAN, HENRY ALEXANDER, Ash Common, Surrey, Baker Guildford Pet May 17 Ord May 17

SLADE, WILLIAM, Southsea, Hants, Butcher Portsmouth Pet May 18 Ord May 18

TURNER, JOHN LEVITT, Kingston upon Hull Kingston upon Hull Pet April 14 Ord May 16

WALLACE, RICHARD HORATIO, Bedford pk, Journalist Brentford Pet May 11 Ord May 14

WARDLE, JOHN HENRY, Stockton on Tees, Butchers' Assistant Stockton on Tees Pet May 16 Ord May 16

WILLIAMS, DANIEL, Swansea, Butcher Swansea Pet May 17 Ord May 17

WILLIAMS, OWEN, Stryd, Carreglefn, Llanbadrig, Anglesey, Corn Dealer Bangor Pet May 17 Ord May 17

WILLIAMS, WILLIAM, Tynycoed, Amlwch, Anglesey, Cattle Dealer Bangor Pet May 14 Ord May 14

London Gazette.—TUESDAY, May 24.

RECEIVING ORDERS.

ALLEN, JAMES, Leicester, Grindery Dealer Liecester Pet May 20 Ord May 20

BROWN, MARKS, Leicester, Draper Leicester Pet May 20 Ord May 20

CHESWORTH, GEORGE EATON, Royton, Lancs, Licensed Victualler Oldham Pet May 20 Ord May 20

COLLINGE, THOMAS, Padiham, Lancs, Newsagent Burnley Pet May 20 Ord May 20

ELLIS, HENRY ROWLEY, Gt Grimsby, Architect Gt Grimsby Pet May 16 Ord May 16

FARLEY, RICHARD, Wimbledon, Furniture Dealer Kingston, Surrey Pet April 28 Ord May 19

FARROW, HERBERT JOHN, Attleborough, Norfolk, Grocer Norwich Pet May 20 Ord May 20

FINDLEY, SAMUEL, Newton le Willows, Lancs, Builder Warrington Pet May 19 Ord May 19

FYLER, JOHN A, Windlesham, Surrey Kingston Pet April 16 Ord May 19

GRAHAM, WILLIAM, Carlisle, Grocer Carlisle Pet May 16 Ord May 20

HORNE, ELIZABETH, Bishopston, Bristol, Draper Bristol Pet May 20 Ord May 20

MCNAUGHTON, MATTHEW, Carlisle, Cycle Dealer Carlisle Pet May 13 Ord May 20

MCNEILL, CHARLES, Southport, Tailor Liverpool Pet May 19 Ord May 19

MASON, THOMAS NATHANIEL, West Hartlepool, Grocer Sunderland Pet May 18 Ord May 18

PECCHI, L M, L DOLEINI, and M LANZANI, Earl's Court rd, Earl's Court, Restaurant Keepers High Court Pet March 15 Ord May 21

ROBINSON, DAVID, Gt Grimsby, Auctioneer Gt Grimsby Pet May 17 Ord May 17

STURGEON, FERDINAND, Eastcheap High Court Pet May 7 Ord May 19

VEITCH, ALFRED, South Norwood High Court Pet April 7 Ord May 19

FIRST MEETINGS.

BIRCH, EDWARD JAMES, Birmingham, Builder June 2 at 11 174, Corporation st, Birmingham

BROWN, MARKS, Leicester, Draper June 3 at 12 Off Rec, 1, Berridge st, Leicester

BULLING, JAMES, West Bridgford, Notts, Builder June 1 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

EMERY, WILLIAM CHARLES, Woburn, Beds, Grocer June 2 at 10.45 Court House, Luton

ETHERINGTON, THOMAS, Burnley, Painter June 1 at 11 Off Rec, 14, Chapel st, Preston

FORD, IRWIN JOHNSON, Darlaston, Staffs, Machinist's Traveller June 3 at 11.30 Off Rec, Wolverhampton

GARDINER, GEORGE, Faversham, Kent, Corn Factor June 2 at 12 Off Rec, 68, Castle st, Canterbury

GREENHOUGH, JOHN, Atherton, Lancs, Grocer June 6 at 3.30 19, Exchange st, Bolton

HALUPTMANN, RUDOLF, Leeds June 2 at 11 Off Rec, 22, Park row, Leeds

HAYES, WALTER, Manchester June 3 at 3 Off Rec, Byrom st, Manchester

HOLLAND, CHARLES, Bristol, Tobacconist June 1 at 11.30 Off Rec, 26, Baldwin st, Bristol

HOWARTH, THOMAS LITTLEFAIR, Elswick Court, Newcastle on Tyne, Lithographer June 1 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne

IDIENS, JOHN WILLIAM, Wolverhampton, House Painter June 3 at 11 Off Rec, Wolverhampton

JAMES, JACOBS, Croydon, Builder June 2 at 11.30 24, Railway app, London Bridge

MARCH, WILLIAM WARDEN, Bournville, Worcester, Boot Maker June 2 at 12 174, Corporation st, Birmingham

MILLS, MARTHA, Alton, Staffs June 8 at 11.30 Off Rec, King st, Newcastle, Staffs
MOTT, WALTER SEPTIMUS, Dagnall, Bucks, Brewer June 1 at 3 Bankruptcy bldgs, Carey st
NORTH, JOHN WALTERS, Bilston, Staffs, Sheet Iron Roller June 3 at 12 Off Rec, Wolverhampton
PEROK MOTOR CYCLE CO, THE, Leadenhall st, Dealers in Motor Cycles June 1 at 11 Bankruptcy bldgs, Carey st
PECCHI, L M, L DOLCINI, and M LANZANI, Earls Court rd, Earl's Court, Restaurant Keepers June 2 at 2.30 Bankruptcy bldgs, Carey st
PHILPOTT, ABNER JAMES, Salisbury, Wilts, Builder June 1 at 12 Off Rec, City chmbrs, Endless st, Salisbury
ROBERTS, GEORGE, Walsall, Currier June 3 at 12.30 Off Rec, Wolverhamptin
SCOTT, RICHARD CLARKSON, Litherland, Lancs, Steamship Broker June 1 at 12 Off Rec, 35, Victoria st, Liverpool
SLADE, WILLIAM, Southsea, Hants, Butcher June 1 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
SMETHURST, JOSEPH, Bury, Butcher June 7 at 3 19, Exchange st, Bolton
STURGEON, FERDINAND, Eastcheap June 2 at 12 Bankruptcy bldgs, Carey st
TEAGLE, GEORGE HENRY, Bristol, Hay Dealer June 1 at 11.45 Off Rec, 26, Baldwin st, Bristol
VEITCH, ALFRED, Sunnybank, South Norwood June 2 at 12 Bankruptcy bldgs, Carey st
WALLACE, RICHARD HORATIO, Bedford Park, Journalist June 2 at 12 Off Rec, 14, Bedford row
WENHAM, WILLIAM, Croydon, Electrical Engineer June 3 at 11.30 24, Railway app, London Bridge
WHELLER, GEORGE, Vagg, Yeovil, Blacksmith June 1 at 12.30 Off Rec, City chmbrs, Endless st, Salisbury
WHITBY, RICHARD, St Helens, Lancs, Provision Merchant June 1 at 2.30 Off Rec, 35, Victoria st, Liverpool
WORTHINGTON, CATHERINE, Chorley, Lancs, Licensed Victualler June 6 at 3 19, Exchange st, Bolton

ADJUDICATIONS.

ALLEN, JAMES, Leicester, Grindery Dealer Leicester Pet May 20 Ord May 20
BROWN, MARKS, Leicester, Draper Leicester Pet May 20 Ord May 20
CHAMPION, CHARLES GODLE, Ironmonger ln, Solicitor Lowes Ord May 19
CRESWORTH, GEORGE EATON, Royton, Lancs, Licensed Victualler Oldham Pet May 20 Ord May 20
COLLINGE, THOMAS, Padiham, Lancs, Newsagent, Burnley Pet May 20 Ord May 20
ELLIS, HENRY ROWLEY, Gt Grimsby, Architect Gt Grimsby Pet May 16 Ord May 16
FARROW, HERBERT JOHN, Attleborough, Norfolk, Grocer Norwich Pet May 20 Ord May 20
FINDLEY, SAMUEL, Newton le Willows, Lancs, Builder Warrington Pet May 19 Ord May 19
GREEN, ARTHUR WILLIAM, Thornton Heath Croydon Pet May 18 Ord May 18
HAMILTON, GAVIN JAMES, Harrogate York Pet April 20 Ord May 19
HARRIS, PERCY WILLIAM, and GEORGE GIBSON DAWSON, Stockwell green, Builders' Ironmongers High Court Pet April 25 Ord May 19
HARVEY, FRANKLIN STANLEY, Portsmouth, Builder Portsmouth Pet April 29 Ord May 19
HOLT, HARRY, Arundel st, Strand, Solicitor High Court Pet Sept 30 Ord May 6
HORNE, ELIZABETH, Bishopston, Draper Bristol Pet May 20 Ord May 20
LAMB, WILLIAM BETTISON, Ilkeston, Baker Derby Pet April 9 Ord May 19
LEGG, WILLIAM, Huby, nr Easingwold, Yorks, Blacksmith York Pet April 18 Ord May 19
MCNEILL, CHARLES, Southport, Tailor Liverpool Pet May 19 Ord May 19
MASON, THOMAS NATHANIEL, West Hartlepool, Grocer Sunderland Pet May 18 Ord May 18
NORTON, THOMAS JAMES, Rock Ferry, Chester, Clerk Liverpool Pet May 11 Ord May 20
ROBINSON, DAVID, Gt Grimsby, Auctioneer Gt Grimsby Pet May 17 Ord May 17
TWAMLEY, ARTHUR JOHN, Hednesford, Staffs, Terra Cotta Manufacturer Walsall Pet April 21 Ord May 19

ADJUDICATION ANNULLED.

LUMBY, WILLIAM HENRY, Pudsey, Yorks, Butcher Bradford Adjud Oct 10, 1900 Annul May 19, 1904
GOWING, ARTHUR EDWARD, Ipswich, Farmer Ipswich Adjud Feb 3, 1890 Annul May 19, 1904

Where difficulty is experienced in procuring the SOLICITORS' JOURNAL *with regularity it is requested that application be made direct to the Publisher at 27, Chancery-lane.*